

23-

מדינת ישראל

משרד הממשלה

משרד
Dept. of Lands & Surveys

Nataniya (Umm Khalid)

S/O Tul-Karem 1933-1937



British Mandate Collection - L

שם

גל - 3 / 16622

מזהה פיוז

905782

מס פריט:

99.0/3 - 1124

מזהה לוגי

25/08/2013

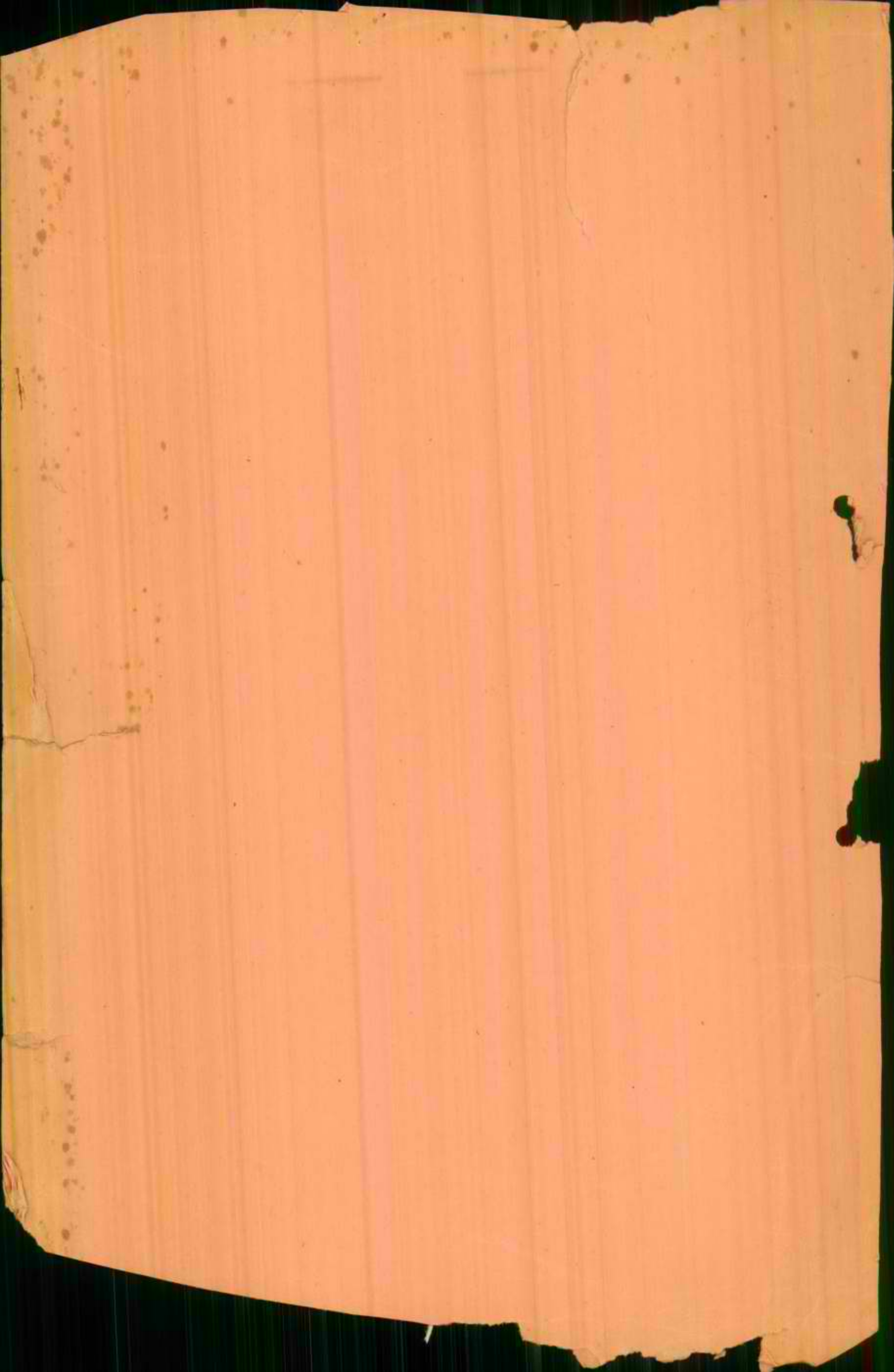
02-113-03-05-07

כתובת

חוק מ"ר
GP/5/21(6)
(P/171/106)

מחלקת
British Mandate

23-



SUB-DISTRICT - TUL-KAREM
VILLAGE EM-KHALED
LOCALITY - LEWLEH
SURVEYED FOR AHMED HABAB & BROS

PROPERTY
OF
SALEH EL SALEH & BROS

SCALE 1:5000

N ^o	M. Sq.	Dim.	P. Sq.
1	2036227.27	2214	1561.31
2	3235110.0	3519	162.40
ROAD	14816.0	16	186.55
3	629877.43	685	272.60
ROAD	4957.24	5	627.78
4	845724.50	919	1545.0
5	1591217.46	1730	1441.9
ROAD	5436.50	5	1462.0
TOTAL	8363366.00	9097	8593.71

N ^o	M. Sq.	Dim.	P. Sq.
1	656377.27	278	1413.81
2	153613.75	167	151.55
3	43264.15	482	157.9
TOTAL	852655.17	491	1523.36

REMARKS:

AREA HEREIN RESERVED IN STATE DOMAIN
COMPUTATIONS ONLY MADE BY

NO GUARANTEE GIVEN AS TO THE
ACCURACY OF THIS PLAN

N.B.

On the 23rd, 24th - 10-26-26 I surveyed
the Government Land adjoining the
Sea as shaded in blue on this Plan.

The area proved to be:
687431.50 m. = 758 don 1152.40 p.

The above area should be deducted
from parts 1, 2, 3 in the yellow
way:

Part No.	Sq. m.	Don.	Sq. p.
1	459508.80	492	1453.40
4	177301.20	192	1384.70
3	60624.50	65	1514.30
Total	697434.50	758	1152.40

Note: All points are marked by A.M.
being joined by straight lines.

Registered
Lauder
Tul-Karem

3/6/26
عبد الحليم

مركز حلف

HANOUN

SHEKH HASSAN HANSOUR

LAND OF THE VILLAGE

KALANSAWI

HOUKHAR
TRANSFEROR
TRANSFEE
NEIGHBOURS

"I certify that this survey was executed on 24/5/26
in the year 1926 and that it correctly represents
the boundaries of the aforesaid estate as pointed out
at the date 24/5/26
Name: *John A. K. R. S.*
Licensed Surveyor

PTS.	m. Sq.	clums	P Sq.
1	2036227.11	2214	1561.31
2	3235110.00	3519	162.40
3	629811.13	685	186.56
4	4957.20	5	222.60
5	845724.50	919	156.78
6	1591217.48	1730	1525.00
7	5436.50	5	1441.90
8	836396.08	9007	859.48
9	452255.655	483	202.55

PTS.	m. Sq.	clums	P Sq.
1	409565.30	499	1453.40
2	177301.20	192	1384.70
3	60624.50	65	1514.30
4	697491.50	758	1152.40

REMARKS:-

When reserved in State domain

Computations may made by:-

NO GUARANTEE IS GIVEN AS TO THE

CORRECTNESS OF THIS PLAN

DATE 1.10.52

L.R.O. (Sd/-)

On the 22nd & 24th 10-26 I surveyed

the Government Land adjoining the

Sea, as Shaded in blue on this plan

The area proved to be:-

697491.50 m² = 758 Dams + 1152.40 pias.

The above area should be deducted

from parts 1, 2 & 3

Way:-

Part 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 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1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004,

Copy :

SERIAL N° 38/31

STATE DOMAIN

A

DISTRICT: NORTHERN

SUB-DISTRICT: TUL KAREM

VILLAGE: UM KHALID

SCALE $\frac{1}{5000}$

[illegible]

AREA = 225326.0 m²

TRACED FROM ALAN ATTACHED TO
FILE NO D/TUL/106. *M. J.*

4-5-31

Wheeler
L.D. SURVEYOR

סינארגיון
משרד איגודים
ליבון ולמידה

אזמת הנשה תאיר



מחוז: הצפון
נפת: טול-כרם
כפר: נתניה
מקום: חולות הים בבששתיה
1:2500

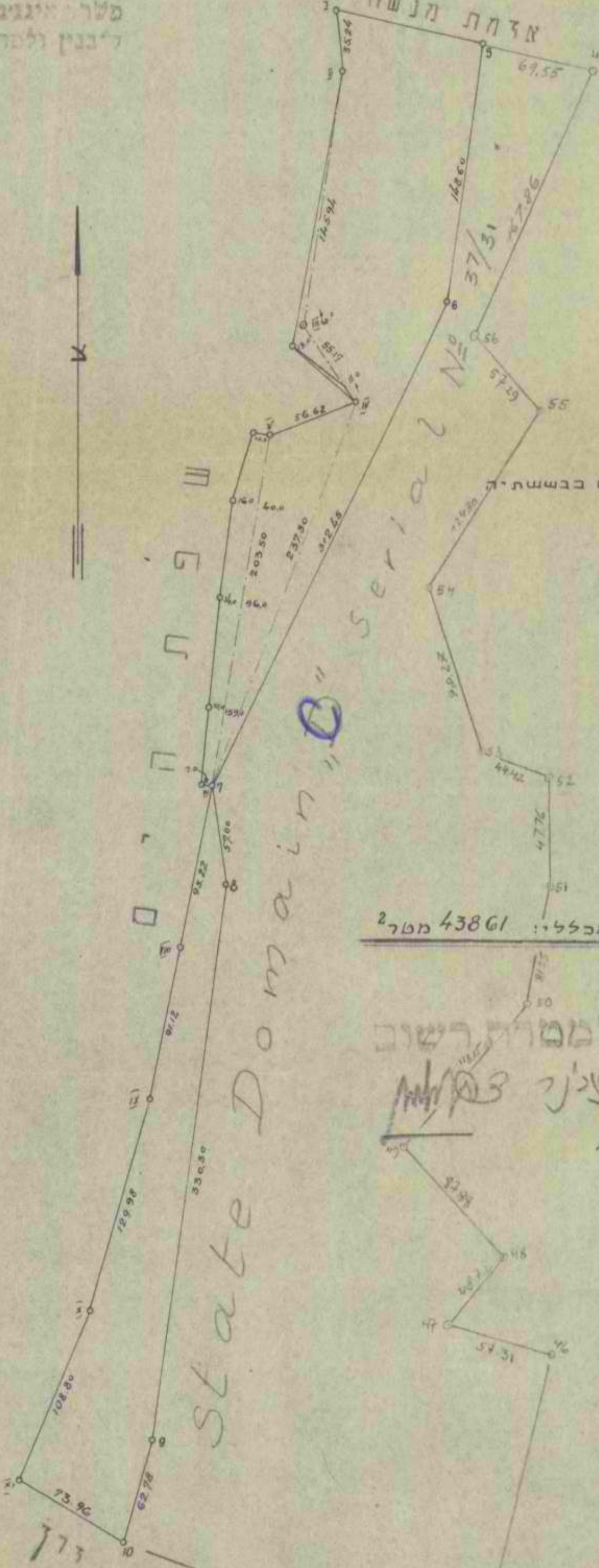
השטח הכללי: 43861 מטר²

לא פוטרה רשום

צ'ינ' 3/1/44

14.5.1934

State Domain "D" Serial No 37/31



Enclosure of folio 105

המושבות
מצפון לתל-אביב
COLONIES NORTH OF
TEL-AVIV
1:40000

מסודר ע"י המשרד הטכני
אינג' ד. קולמן
תל-אביב 808, 146
TECHNICAL OFFICE
ING. D. KULMAN



COPY

SERIAL NO 38/51

STATE DOMAIN A

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALID

SCALE 1/5000



AREA: 225326.0 m²

TRACED FROM PLAN ATTACHED TO
FILE NO D/TUL/106
L.P. SURVEYOR
M. L. S. H.

COPY

SERIAL NO 38/51

STATE DOMAIN C

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALED
LOCALITY: ABD EL BISHATIYAH

SCALE 1/5000



AREA: 128365.4 m²

TRACED FROM PLAN NO 377 OF L.S.D. KUMAR
ATTACHED TO TUL KAREM L.S. FILE NO 214/51
L.P. SURVEYOR
M. L. S. H.

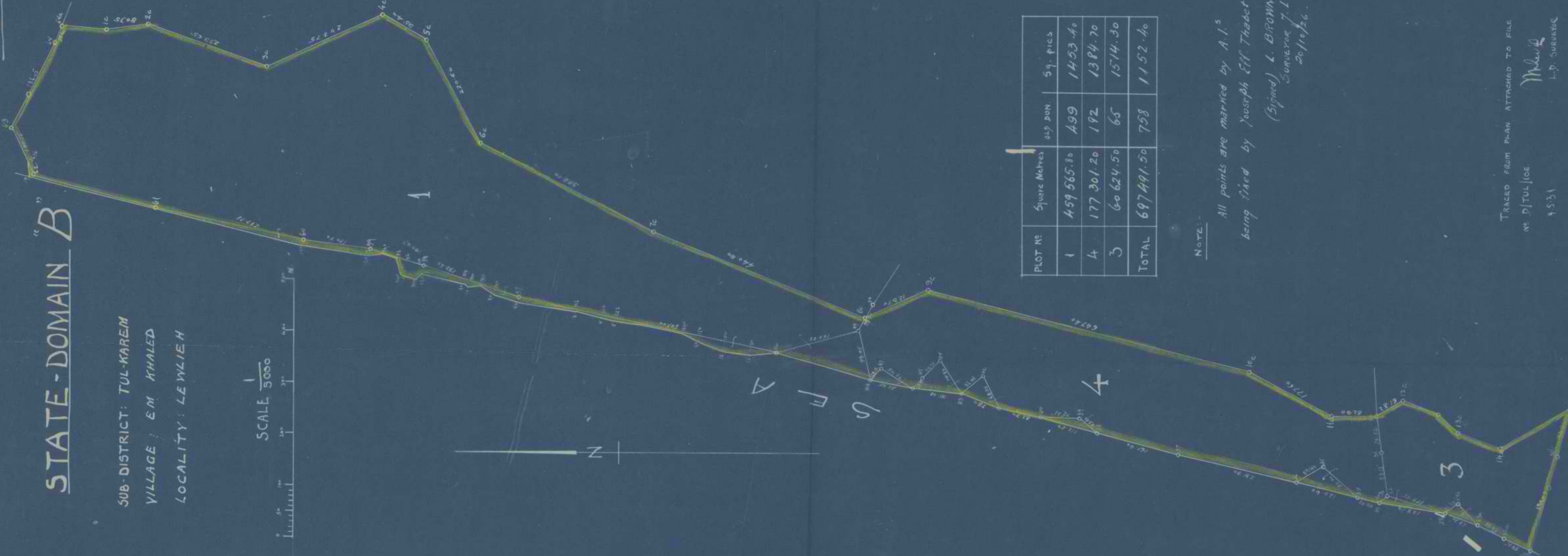
COPY

SERIAL NO 38/51

STATE-DOMAIN B

SUB-DISTRICT: TUL-KAREM
VILLAGE: EM KHALED
LOCALITY: LEWZIEH

SCALE 1/5000



PLOT NO	Square Metres	Sq. Dun.	Sq. Pies
1	459565.80	199	1453.40
4	177301.20	192	1384.70
3	60624.50	65	1514.30
TOTAL	697491.50	758	1152.40

NOTE:

All points are marked by A.I.S.
being fixed by Joseph Eff Thabet.
(Signed) L. BROWN
Surveyor J.I.R.
20/11/51

TRACED FROM PLAN ATTACHED TO FILE
NO D/TUL/106
L.P. SURVEYOR
M. L. S. H.

REGISTER OF DEEDS.

Extract No.

VOLUME No. 5

Town or Village

M-M Khalid

Situation or Quarter

El-Bashitich

Petition No.

549
65
522

of year

1933
1926
1933

27328-10000-5.3.31-6.3.31

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value		Remarks
					Dunom	<i>sq</i>					L.P.	Mils	
45	28.2.927	<i>Mr</i>	<i>Sandy n. Sands, adjoining</i> <i>uncultivable lands of Sayan</i> <i>land s. Sands, adjoining</i> <i>lands of Saleh</i> <i>Hamdan & sons</i> <i>E. Port 1 & IV</i> <i>W. Sea-Shore -</i> <i>Road</i>		2045	170.52	<i>This plot</i> <i>has been</i> <i>registered</i> <i>as State</i> <i>Domain,</i> <i>being sandy</i> <i>uncultivable</i> <i>land, vide</i> <i>Auth. R.</i> <i>4803/4 of</i> <i>24/1/927</i>		<i>This Excellency In</i> <i>the High Com- whole</i> <i>missions for the</i> <i>time being in trust</i> <i>for the Government</i> <i>of Palestine</i>				<i>Class of land has</i> <i>been corrected as per</i> <i>authority D.R. no. 8/40/106</i> <i>6290 of 15/10/932</i> <i>See deed No. 477/84</i> <i>below</i>
947	1.11.932	<i>do</i>	<i>do</i>	<i>do do</i>	2205	326	<i>Lease for</i> <i>a period of the High Com-</i> <i>ninety nine missions for Palest-</i> <i>years with me for the time</i> <i>effect from being in trust for</i> <i>1/11/32 as for the Government</i> <i>conditions of Palestine.</i> <i>stated in</i> <i>the deeds</i>	<i>This Excellency</i> <i>Hamdallah Ltd.</i>	<i>do</i>	<i>Coll. to Vol</i> <i>I Frp. 6</i>			<i>Plot parcelled into two</i> <i>plots Nos. I & II vide</i> <i>deed No. 478/34 Vol. III</i> <i>Frp. 125 & 126</i>

Continued in folio 2

The above is a true copy of the Register and is given against Payment of L.P.

Mils as per receipt No.

of

Date

*19/3/35**Tulkarm*

Registrar of Lands.

Issued for Official Use



5623

REGISTER OF DEEDS.

Extract No.

VOLUME No. *I*Town or Village *Um-Mhalid*Situation or Quarter *EL-Bashitich; Plot I*
*Plot II*Petition No. *549*
65 of year *1933*
522 *1926*
1933
27328-10000-5.6.37-0.1.P.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value		Remarks
					Dunom	M ²					L.P.	Mils	
477	16.4.934	<i>Miri</i>	<i>Sandy uncultivated land</i>	<i>N. The Heron Hayemath State Domain & Bordess Hagdud E. Bordess Hagdud & Hanaiaiah Ltd. W. Mediterranean Sea</i>	219	496	<i>Concession of lease & bond was as per authority obtained from Dr. M. Sukhan on 11/4/934</i>		<i>This Excellency the High Commission for the time being in trust for the Government of Palestine</i>	<i>In whole</i>			<i>See deed No. 478/34 Vol. III Fol. 125 & 126</i>
478	16.4.934	<i>do</i>	<i>do</i>	<i>N. State Domain S. Bordess Hagdud & Plot no. 2 E. Bordess Hagdud W. Mediterranean Sea</i>	114	084	<i>Parcelation subject to deed of lease 947/32</i>		<i>This Excellency the High Commission for the time being in trust for the Government of Palestine</i>	<i>do</i>			<i>Leased by deed No. 947/32 Vol. I Fol. 15</i>
478	<i>do</i>	<i>do</i>	<i>do</i>	<i>N. Plot no. I S. State Domain E. Hanaiaiah Ltd. W. Mediterranean Sea</i>	105	358	<i>do</i>		<i>This Excellency the High Commission for the time being in trust for the Government of Palestine</i>	<i>do</i>			<i>Leased by deed No. 947/32 Vol. I Fol. 15</i>

The above is a true copy of the Register and is given against Payment of L.P.

Mils as per receipt No. of

Date *19/3/35**Julkarru* Registrar of Lands.

Issued for official use

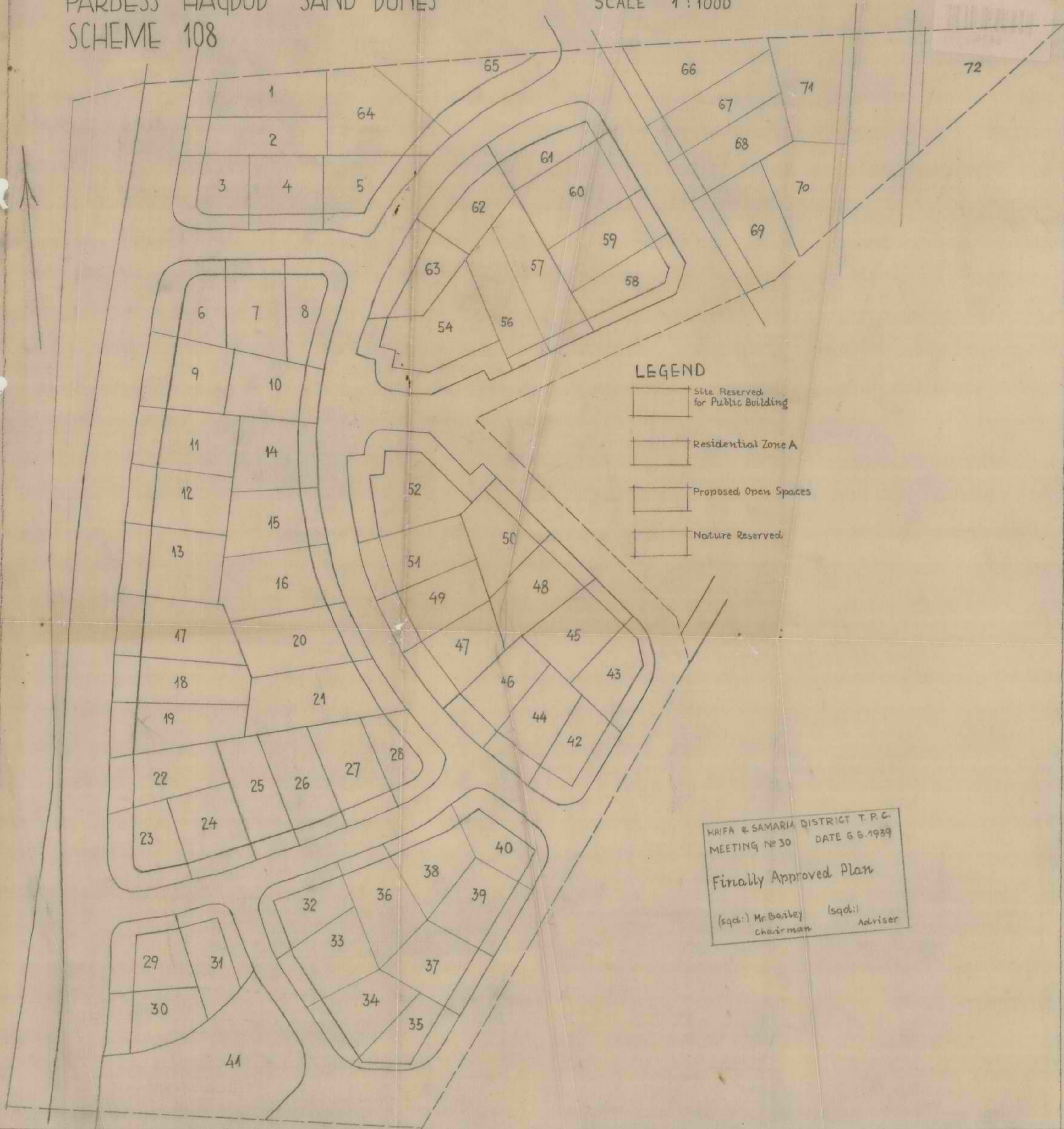


5667

NATHANYA

PARDESS HAGDUD - SAND DUNES
SCHEME 108

SCALE 1 : 1000



HAIFA & SAMARIA DISTRICT T. P. C.
MEETING No 30 DATE 6.6.1939
Finally Approved Plan
(sqd:) Mr. Bailey (sqd:) Adviser
Chairman

District - Northern
Sub-district - Tul Karem
Village - Um Khalel
Owners - Abdel Kader Barkaoui & partners

Scale 1:5000

Area of plot 1 = 1289646.73 Sq. Mt. = 1402 down 1371 ac Sq. Mts

" " " " = 460 024.53 " " = 500 " 651.96 "

" " " III = 280255.11 " " = 304 " 1371.83 "

no 24 = 7186.00 " " = 7 = 1306.90 "

Total area = 2037112.49 Sq. M. = 2215 down 1502.01 Sq. M.

$$\begin{array}{r} 245.170.52 \\ 815.1181.50 \\ 542.19.80 \\ \hline 1402.1321.82 \end{array}$$


Dear Komornik

pleas acknowledge receipt

yours etc. P Brown
31/8/28

Remark: The area of plot III is computed by Special area computation.

$$\begin{array}{r} 114.084 \\ 50 \\ \hline \end{array}$$

$$570.4200$$

$$= \text{LP. } 5.705$$

$$\begin{array}{r} 937.098 \\ 50 \\ \hline 4685.4900 \end{array}$$

$$= \begin{array}{r} \text{LP. } 46.855 \\ \hline \text{LP.} = 52.560 \end{array}$$

in the village of Umm Khaleed & not Nathania
 a plan for the area of each part to be assigned
 should be prepared.

The whole area has been registered on 3 folios
 this should be combined & then partitioned
 in order to give one registration for each area
 (2 areas)

[illegible]

STATE DOMAINS

NO.

Category of Land	<i>Misc</i>	File No.	<i>8722 / 106</i>		Sub-District	<i>Talharum</i>	
Muhul - Date of Declaration	<i>March 29. 11. 26</i>	Finance No.			Village or Town	<i>Im Khalel</i>	
Description of Property	<i>Land, uncultivable land</i>	L.R. Vol.	<i>1</i>	Folio	<i>6</i>	Date	<i>29. 11. 26</i>
Area	<i>758 ams & 1152 pms</i> <i>1051.250 ams</i>	Map Reference				Situation	<i>And 28 South</i>
Buildings		Accommodation					
Boundaries: - North	<i>Road</i>	South	<i>Abdel Hakim Hamour</i>				
East	<i>Saleh Saleh & Hamour</i>				West	<i>Sea shore.</i>	

REMARKS

RECORD OF STATE DOMAIN RENTS

No. _____

DISTRICT _____

21836-2190-90.0 33, B.M.P.

TENANT	VOUCHER NO.	DATE	AMOUNT PAID		TENANT	VOUCHER NO.	DATE	AMOUNT PAID	
			L.P.	MILS				L.P.	MILS
TERM FROM TO					TERM FROM TO				
RENT HOW PAYABLE					RENT HOW PAYABLE				
TENANT					TENANT				
TERM FROM TO					TERM FROM TO				
RENT HOW PAYABLE					RENT HOW PAYABLE				
TENANT					TENANT				
TERM FROM TO					TERM FROM TO				
RENT HOW PAYABLE					RENT HOW PAYABLE				
TENANT					TENANT				
TERM FROM TO					TERM FROM TO				
RENT HOW PAYABLE					RENT HOW PAYABLE				
TENANT					TENANT				
TERM FROM TO					TERM FROM TO				
RENT HOW PAYABLE					RENT HOW PAYABLE				

2/Jul/106

MINUTE SHEET No. 1,

218-40,000-S. O. P.

(3)

Letter to C.S. d/11/3/32 forwarding for approval a draft lease.

(4)

Letter from C.S. d/29/3/32 forwarding a final draft lease approved.

(5)

Mr Taylor & Madras

Prepare for copies of lease & lease

Amplify, & draft lease to Mr Joseph.


28/3

Letter to Mr. B. Joseph d/8.10.32 forwarding three copies of agreement of lease.

(7)

Letter from Bernard Joseph d/29/4/32 forwarding 3 copies ~~with sample~~

(8)

Letter to Bernard Joseph d/20/4/32 ✓

(9)

Letter from Bernard Joseph d/5/5/32

(10)

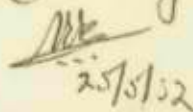
Letter to Mr. H. H. H. of 12/5/32.

(11)

Letter to C.S. d/12/5/32.

(12)

Telephoned a reminder to (10) today


25/5/32

P.T.O.

PALESTINE
GOVERNMENT

300000-15/4

10/11/44
J. A. Smith
J. A. Smith

8/Jul/06

(14)

Letter to C.S. d/27/5/32

(15)

Letter from DC. Ho. Haifa d/28/5/32

(16)

Put by ~~ME~~
1/6

(17)

Letter from C.S. d/31/5/32

(18)

Dindin

Shall I now prepare the
Agreement on these lines?~~ME~~
3/6/32

✓

(19)

(20)

Receipt d/4/7/32

(21)

Letter to C.S. d/4/7/32

(22)

Letter from C.S. d/8/7/32 forwarding case

(23)

Letter to D. Treasurer d/9/7/32 forwarding causes of signature

(24)

Letter to Bernard Joseph d/9/7/32

(25)

Form from District Treasurer d/23-7-32

(26)

Letter to the Treasurer d/3-8-32

ON HIS MAJESTY'S SERVICE.

Palestine Government

FASTENEnvelope by running this
Label across Flap.

Economy.

OPENby Cutting Label instead of
tearing Envelope.

(27)

Dis. Ref (26) Dr Joseph has had two copies only stamped.
 Should we not ask him to have the 3rd copy
 stamped if he desires to keep a stamped copy?

(28)

 $\frac{2}{8/8}$

Letter to District Treasurer d/10-8-32

(29)

Letter to Bernard Joseph d/10-8-32

(30)

Letter to District Treasurer d/11-8-32

(31)

Letter from The Treasurer d/16-8-32
 forwarding a cheque.

(32)

Letter to D/ Treasurer d/20-8-32

(33)

Letter to Reg Tulharm d/6-9-32
 forwarding an agreement in triplicate.

(34)

Letter to Reg Tulharm d/23-9-32 relating
 to Kushans.

(35)

Letter from Reg Tulharm d. 28.9.32.

(36)

Letter to Reg Tulharm d/5-10-32

(37)

Reminder to Reg Tulharm d/17-10-32

P.T.O.

(38)

Letter from Reg Tulharm d/19-10-32
 forwarding Kushans.

18

9 Feb/106

(39)

Letter to Ray Tulharm d/22-10-32

(40)

Letter to Ray Tulharm d/2-11-32

41

Letter from Ray Tulharm

d. 22.11.32.

(42)

Reply

After reported from file 12

W. M. M. M.

24/1

(43)

Letter to Ray Tulharm d/25-11-32

(44)

Action has been taken at (42)

28.11

(45)

Letter to Ray Tulharm d/29-11-32 & copy

(46)

Letter to Ray Tulharm d/29-11-32

D/Tuly/106

(47)

Letter from C.S. d/ 10-1-33 enclosing a copy of
a letter from Bernard Joseph

(48)

Letter to Rey Tulkarm d/ 13-1-33

(49)

Letter to C.S. d/ 14-1-33

(50)

Letter from Rey Tulkarm d/ 17-1-33 enclosing
a paid of sale.

(51)

Letter from C.S. d/ 26-1-33 to Bernard Joseph
copy to us

(52)

Letter from Bernard Joseph d/ 27-4-33 forwarding
a map in envelope attached to the back of the
file)

(53)

Letter to Mr B. Joseph. d/ 29-4-33

(54)

Letter to Rey Tulkarm d/ 3/7/33

27 Jul/100

(55)

Letter from S G P & F d. 22/7/33

(56)

Letter from Mr Tulbam d. 31.8.33.

(57)

Letter at 55 has been transferred to
D/Lul/42 & is recorded under No 13
Jpg 4.9.

(58)

The contents of letter at 56 has been noted
& it was shown in the monthly return for
August, 1933 P.A. Jpg 5.9.

(59)

Letter from Sir of Agri d. 7.9.33

.. (60)

Letter to Sir of Agriculture d. 12-9-33
forwarding copy of lease

2/11/106

(61)

Letter for D/O Agriculture d/20-10-33

(62)

Letter to DO Tulharn d/24-10-33
copy D/O Agriculture

(63)

Letter for DO Tulharn d/26-10-33
to Mr. B. Ben Ammi copy to us

(64)

Letter for DO Tulharn d/2-11-33
forwarding copy of letter for Handfield A/c.

(65)

Letter for Reg. Tulharn d. 7/12/33
with file No 5-49/33.

(66)

Complimentary Note for C.S. d/9-12-33
forwarding copy of letter for Bernard Joseph.

(67)

Letter for C.S. d/2-2-34

(68)

Letter to C.S. d. 9/1/34

(69)

Letter to C.S. d. 21/1/34
with copy of letter.

(70)

Letter from Hanotail Ltd. d/ 20-2-34

(71)

Letter from Hanotail Ltd. d/ 20-2-34

(72)

Letter from Hanotail Ltd. d/ 20-2-34

(73)

Letter from Hanotail Ltd. d/ 21-2-34

(73)

Letter from to Hanotail
Ltd. d. 24. 2. 34.

(76)

Letter from C.S. d/ 27-2-34
to Bernard Joseph copy ours

(77)

Letter from Hanotail Ltd. d/ 27-2-34

(78)

Complimentary note from C.S. d/ 28-2-34
forwarding a book in original

(79)

Letter to Messrs Hanotail Ltd. d/ 8-3-34

(80)

Letter from Hanotail Ltd. d/ 19-3-34

5/Jul/106

9

(81)

Letter to Mrs Handal Ltr. of 17-3-34

82

Letter to C. d. 21. 3. 34.

(83)

Letter from C. d. 22-3-34

(84)

Letter to Handal Ltr. of 22-3-34.

(85)

Letter to C. d. 28-3-34

(86)

Letter to C. d. 29-3-34

(87)

Letter to R. Tullman of 30-3-34
forwarding a file No 547/33

(88)

Letter from R. Tullman of 30-4-34

(89)

Letter from Handal Ltr. of 30-4-34.

27 July 1936

(100)

Letter to R. Tullham of 5-5-34
forwarding copy of agreement

(101)

A.D.
Will you please initiate
action on (99)

W.H.

7/4/34

(102)

There is some misunderstanding. ~~the file~~

(5) Mr. Denton should peruse
the file and tell me definitely
what is required by the company.
W.H. 10/5

Radely
or May.

(103)

A.D.
The case would appear to
require approval of Government
to the second application.

We applied to L.S. (see 92)

but have yet had no
reply. With regard to the whole case

to ~~forwarded~~ please see
on letter to R. Tullham
at 97

W.H.
11/5

2/11/106

(104)

Letter fr Ry Fulkam d/12-5-34

(105)

Letter fr Hanstait Ltd. d/16-5-34
forwarding a plan (in envelope attached
to the back of the file)

(106)

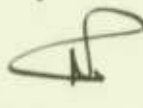
Letter fr of Agriculture d/24-5-34
forwarding 5 copies

(107)

A/D/L.

As regards NO. 105 above applicants
wish that ~~part~~ "B" the area extending
to 43 aers. 486142 be included in
the Agreement of Lease.

Do you agree?

2/6/34. 

Sppl. no. 9/6

(107)

Letter fr Hanstait d/10-6-34

(108)

Letter fr Hanstait Ltd. d/10-6-34

(5)

(10)

100

100

100

(109)

a letter to Hamotiah Ltd. Tel Aviv d/5.7.34

(110)

Letter from A. Treisman & Dr. Philip Joseph
copy to us

(111)

Letter from P. Joseph d/9.7.34

(112)

Letter from Hamotiah, Tel-Aviv d/26.7.34

(113)

Letter to Ry. Tulbaram d/28.7.34

(114)

Letter from Hamotiah d/29.7.34
(found. copies of judgement)

(115)

folio 114 transferred to R 4803

(116)

Minute by Mr. Horton d/28.7.34

(117)

Letter to P. Joseph, Tel-Aviv d/3.8.34

(118)

Letter from Ry. Tulbaram d/2-9-34 forwarding
file # 549/53

D/Tree 100

(100)

A letter to the President of the United States

(101)

A letter to the President of the United States

(102)

A letter to the President of the United States

(103)

A letter to the President of the United States

A letter to the President of the United States

(104)

A letter to the President of the United States

(105)

A letter to the President of the United States

(106)

A letter to the President of the United States

(107)

A letter to the President of the United States

(108)

A letter to the President of the United States

(119)

Letter from Philip Joseph d/6.8.34

(120)

Letter to Ben Ammi d/1.9.34

(121)

Letter to Philip Joseph d/4.9.34

(122)

Letter from Hanotaiash d/6.9.34

(123)

Letter to Messrs Hanotah Ltd
d/12-9-34

(124)

Letter to Philip Joseph d/12-9-34

(125)

Letter to Mr Philip Joseph d/18.9.34

(126)

Letter to C.S. d/21-9-34.
forwarding draft lease

(121)

Letter to the Board of Directors

(121)

Letter to the Board of Directors

(122)

Letter from the Board of Directors

(123)

Letter to the Board of Directors

(124)

Letter to the Board of Directors

(125)

Letter to the Board of Directors

(126)

Letter to the Board of Directors

8/Jul/106

14

(127)

Letter from Philip Joseph. d/ 21-9-34.

(128)

Letter to R. Tulharn d/ 27-9-34
forwarding a file ^{N 549/33} & Plan

(129)

Letter to R.N.D. d/ 27-9-34
forwarding agreement.

(130)

Letter from C.S. d/ 5.10.34

(131)

Letter to C.J. d/ 8.10.34

(132)

Letter from D.C. Haifa d/ 17.10.34

(found. F. 791 documents (at back
of file in envelope))

(133)

C.S. file 4/1/33 d/ 16.10.34

(134)

G.R.

Reminder pl. to 128 ~~ffro~~ 23.10.

(135)

Rem. to R. Tulharn d/ 24.10.34

66.
Sept. 1934. Hushwood. I'm!
to know the Cornish left
the computation 18-1!

29/10
Hushwood
I think this
should be done
by the Hushwood
all Ulls.
20/10

D/Tul/106

(136)

Letter from D.O. Nablu d/2.11.34
(found. 2 sheets)

(137)

Letter to Ry. Tulharm d/8.11.34

(138)

Rem to Ry. Tulharm d/12.11.34

(139)

Letter from Ry. Tulharm d/12.11.34
(found. 2 files)

~~(140)~~

~~Letter from A/O d/2.11.34~~

(140)

Letter from Hamotani Ltd. d/27.11.34

141

Letter to Reg. Tulharm

d. 17. 12. 34.

(142)

Letter from Hamotani Ltd d/13.12.34

(143)

Letter from Ry. Tulharm d/18.12.34

(144)

Letter to Hamotani d/18.12.34

(145)

Letter to A.D.C. Samaria d/4.1.35

He is working
the house.
See remainder
13/12
18/12
19/12

(1991)

Letter from J. Smith to J. Jones

10/10/00

(1991)

Letter from J. Smith to J. Jones

(1991)

Letter from J. Smith to J. Jones

(1991)

Letter from J. Smith to J. Jones

(1991)

(1991)

Letter from J. Smith to J. Jones

Letter from J. Smith to J. Jones

10/10/00

(1991)

Letter from J. Smith to J. Jones

10/10/00

(1991)

Letter from J. Smith to J. Jones

(1991)

Letter from J. Smith to J. Jones

D/Kul/106

(146)

Letter to Ry. Tulharn d/9.1.35

(147)

Letter to Ry. Tulharn d/9.1.35

(148)

Letter from Hanotaiah d/30.1.35

(149)

Letter to Ry. Tulharn d/5.2.35

(150)

Letter from Ry. Tulharn d/11.2.35

(151)

Letter to Hanotaiah d/19.2.35

(152)

Letter from Hanotaiah d/20.2.35

(153)

Letter to Ry. Tulharn d/22.2.35

(154)

Letter from Ry. Tulharn d/23.2.35

(155)

C.S. file J/42/35

(156)

Letter to Ry. Tulharn d/18.3.35

B.F.
recd.
for name of

(150). 28/2

C
20/2B.F.
6/3
27.2

(157)
Letter to Ry. Tulharn d/19.3.35

(158)

Letter from Ry. Tulharn d/18.3.35
(found. 1 file)

(159)

Letter from Ry. Tulharn d/20.3.35
(found. 2 extracts)

(160)

Letter from Ry. Tulharn d/21.3.35
161

Letter to Ry. Harfa d/12.4.35

(162)

Letter from C. S. d/11.4.35
(163)

Letter from Ry. Tulharn d/20.4.35
(found. 1 file)

(164)

(Cancelled) Letter to Ry. Tulharn d/24.4.35 (Cancelled)

(165)

Letter to Mr. Sperting d/1.5.35

(166)

Letter from Hanotaiah d/1.5.35

Handwritten text at the top of the page, possibly a title or header.

Handwritten text in the upper middle section.

Handwritten text in the middle section.

Handwritten text in the lower middle section.

Handwritten text in the lower section.

Handwritten text in the lower section.

Handwritten text in the lower section.

Handwritten text in the lower section.

Handwritten text at the bottom of the page.

(167)

Letter to Hanchuan Ltd. d/13.5.35

(168)

C.S. file 2/1/33

(169)

to C.S. File 2/42/35 d/17.6.35

(170)

By. Tatham d/17.6.35

(171)

Letter from R. Sukarn d/18.6.35

(172)

C.S. File 2/1/33 d/19.6.35
(w/ Enclosures)

(173)

Letter from Hanotariah d/9.7.35

(174)

Letter from Development Officer
dated 11th July 1935
in closed envelope.

(175)

Letter from C.S. d/13.7.35 (found - loose)

(176)

Letter from Spelling by. d/16.7.35
(found - loose)

66
Note

M. Andrews is seeing the
Kothmiga Sra Shra Dewalt Company
Kamara [17.7.35] and will
communicate with us again on his
return. In the meantime keep
all these papers together.



16/7.

(177)

Letter to Ry. Tulbarm d/18.7.35
(178)

Letter from Ry. Tulbarm d/20.7.35
(forward file)

(179)

Letter to Ry. Tulbarm d/26.7.35
(180)

Letter from Ry. Tulbarm d/31.7.35
(forward file)

(181)

Letter from Registrar Tulbarm d/9.8.35
(forward file)

(182)

Letter to C.S. d/22.8.35

(183)

Letter from C.S. d/9.9.35

(184)

Letter to C.S. d/13.9.35

185

from C.S. d/14.9.35

(186)

Letter to Ry. Tulkarm d/16.9.35

(187)

to D.O. Tulkarm S.D. Rents d/17.9.35

188

from Ry Tulkarm d/21.9.35
found bundle

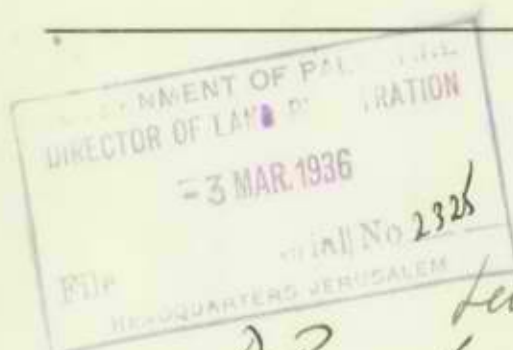
(189)

Letter from Ry. Tulkarm d/7

Purs
✓
24/10

GOVERNMENT OF PALESTINE	
DIRECTOR OF LANDS & DISTRICTS	
14 FEB. 1936	
File No	Serial No 1620
HEADQUARTERS JERUSALEM	

ILR Guler / please have your observation on folio 191
 It appears from para 2 you have had some communication
 with Mr. Baniar & Joseph
 13.2.36 M.B.



192

Letter to Mr. B. Joseph d/25. 2.36
 You no doubt know the position is
 referred to 194. It may be please refer
 2-3-36 *MJB*

(193)

Mr. Fishman.

Can you check any light in this matter,
 which seems a little confused.

In your letter to (186) and Hamaiah's
 letter to 194, the 114 dunams is referred to as
 leased to Hamaiah, but in (191) Mr. Joseph
 refers to a registered assignment to Puruss
 Hamaiah. ^{which} in 193, he refers to (191) but
 states that the area is leased to Hamaiah.

Mr. Horton

3/3

The area of 114 dunams is leased to the Hamaiah Co.
 It formed originally a part of the 1051 d. leased by
 the said Company from Government. This lease was
 determined in respect of the whole area with the
 exception of an area of 114 d. quoted above.

As far as I remember the registered assignment
 referred to by Mr. Joseph was cancelled on the strength
 of written instructions by Mr. Duthan. *4/3/36.*

GOVERNMENT OF PALESTINE
DIRECTOR OF LAND REGISTRATION
12 MAR 1936

2666

(187)

Letter to Rep. Tulbarn d/10.3.36

D.R. Folio 196 for action please

12.3.36

M.B.

(188)

Letter from Rep. Tulbarn d/9.3.36

(found. 1 file)

(189)

Letter from Rep. Tulbarn d/11.3.36

190

Letter to Commis. of Stamps d/28.3.36

202~~Letter to Dr. B. J. J. d/13.5.36~~

LAND REGISTRY OFFICE OF TULKARM

DEED OF TRANSFER OF LEASE

Sub-District : Tulkarm
Village of Um Khalid

Register No.....
Deed No.....

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotaiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part (hereinafter called the said agreement) the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums and 182 square metres more or less as the same is more particularly delineated on the three plans marked "A", "B" and "C" annexed to the said agreement and thereon coloured yellow (hereinafter called the said land) for a term of 99 years (Gregorian Calendar) from the 4th day of July 1932 to the 3rd day of July 2031 such lease to be subject to and with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shown on the said plan marked "A" as having an area of 225 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly.

AND WHEREAS by clause 3 of the said agreement it is provided that the Transferor shall not assign mortgage or otherwise dispose or charge his interest in the said land without obtaining the consent in writing of the Lessor such consent not to be unreasonably withheld.

ADD WHEREAS by letter No.L/1/33 dated the 27th of January, 1934, addressed to Dr. Bernard Joseph, Jerusalem Advocate for the Transferor the Lessor has consented to the assignment of the lease by the Transferor to the Nathanya Sea Shore Development Company a Company duly registered under the Laws of Palestine (hereinafter called the Transferee) in respect of an area of 931 dunums and 241 square metres of the said land as the same is more particularly delineated on the three plans annexed hereto marked "D", "E" and "F" and thereon coloured green that is to say the areas of the said land shown on the plans marked "E" respectively annexed hereto are those shown on the plans marked "B" and "C" respectively annexed to the said agreement and hereinbefore referred to and the area of 105 dunums 385 square metres shown on the plan "D" annexed hereto forms part of the area of 219 dunums 469 square metres shown on the plan marked "A" annexed to the said agreement hereinbefore referred to.

NOW THEREFORE it is hereby agreed and declared as follows

IN CONSIDERATION of
..... paid by the Transferee to the Transferor
.....

1. The Transferor hereby transfers unto the Transferee in respect solely of the said three parcels having a total area of 931 dunums and 241 square metres

hereinbefore described all its rights and interests under the above recited lease of the fourth day of July 1932 which lease was registered in the Land Registry of Haifa on the 1st day of November 1932 in the Land Registry of the Village of Um Khalid Vol. No.1 Folios No.6,15 and 21 to the effect that the transferee shall be and become entitled to all the rights under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the Transferee hereby accepts all the said rights and interests and undertakes all the obligations contained in the said agreement and on the part of the Lessee to be observed and performed.

The Common Seal of)
the Transferor was hereto ()
affixed in the presence)
of)
.....)

The Common Seal of the ()
Transferee was hereto ()
affixed in the presence ()
of ()
..... ()

Commissioner of Lands & Surveys
No. 10/17/39
GOVERNMENT OF PALESTINE.
Reg. 100
Government of Palestine

203
FD/12 108

Telephone:—No. 1022, Jerusalem.

DEPARTMENT OF FORESTS,
P.O.B. 1167,
JERUSALEM.

2nd September 1937

Subject: Layout of Baptismal Place on River Jordan.

I should be glad to receive a reply to my letter No.8/J/39 of 10.8.37.

To:— Commissioner for Lands
and Surveys.

G. H. Sale
CONSERVATOR OF FORESTS

*For Mr. C. J. of Jerusalem. in five minutes
to meet for sale this morning. Q 249*

TLR/549/33-

Registrar of Lands,
Tulkarm.

11th March, 1936.

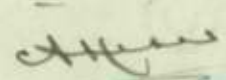
GOVERNMENT OF PALESTINE
DIRECTOR OF LAND REGISTRATION

Director of Land Registration,
Jerusalem.

Subject:- Um-Khaled.

The registration referred to
by DR. Joseph, has been vocated in accor-
dance with your authority No.D/TUL/106-
8304 dated 27.9.1934.

File relating to the above
transaction, has been forwarded to you
under my covering letter of even number
dated 9.3.1936; please.


REGISTRAR OF LANDS.

AH/ET.

Register of Land
Tulsa.

With return, 1906.

Director of Land Registration,

Tulsa.

Subject: Un-Killed.

The registration referred to
by Mr. Joseph, has been verified in accord-
ance with your authority No. W.T.U. 102-
8304 dated 12.10.1906.

This relating to the above
transaction, has been forwarded to you
under my covering letter of even number
dated 9.3.1906; please.

REGISTER OF LANDS.

W.T.

187

199

D/Tul/106- 1984

DIRECTOR OF LAND REGISTRATION
P.O.B. 356
JERUSALEM.

URGENT

Registrar of Lands,
Tulkarm.

192

I enclose copy of letter No. P.116/1
of the 23rd of January, 1936, from Dr. Bernard
Joseph. Would you please send to me a copy
of the registration to which Dr. Joseph
refers.

(sgd) Cecil L. Horton
DIRECTOR OF LAND REGISTRATION.

E.


549/33 - 286

198 188
30
Registrar of Lands,
Tulkarm.

9th March, 1936

Director of Land Registration,
Jerusalem.



Subject:- Um-Khaled.

I refer to the telephonic
conversation of to day with Mr. Fishman,
and beg to enclose herewith this offi-
ce file No. 549/33; please.

H. H.
REGISTRAR OF LANDS

AH/ET.

*Mr. Hatters
you would
probably like
to see the files
related to the vacation
of the entry of the
assignment of the
to Condon Hagedul.
11/3/36*

Register of Land,
Tulsa.

2nd March, 1933

Director of Land Registration,
Tulsa.

Subject: H-10-10-10

I refer to the telephone

conversation of today with Mr. E. E. E.

and beg to enclose herewith this

and file No. 100/10; please.

RECEIVED

AMT.

TELEGRAMS: "BEEJOSEPH" JERUSALEM

JERUSALEM

PRINCESS MARY AVE.

P. O. B. 750 TELEPHONE 696

ד"ר ברנרד יוסף

מחامي وكاتب عدل

شارع الاميرة ماري القدس

صندوق البريد ٧٥٠ تلفون ٦٩٦

BERNARD JOSEPH

BARRISTER-AT-LAW

NOTARY PUBLIC

ADVOCATE

197
ד"ר ברנרד יוסף

עורך דין ונוטריון

ירושלים

רחוב הנסיכה מרי

ת.ד. 750 טלפון 696

REF. P 116 /1



JERUSALEM

March 4th, 1936.

Reminder in folio of 3rd jacket

GOVERNMENT OF PALESTINE
DIRECTOR OF LAND REGISTRATION

6 MAR 1936

Director of Land Registration,
P.O.B. 356, Jerusalem.

142

Sir:

Your Reference D/Tul/106-1568

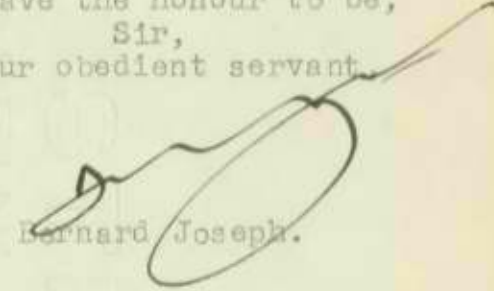
In reply to your letter of February 25th, I have the honour to point out that in my conversation with you I made it clear - at least I thought I did - that the Pardess Hagud Inc. would be prepared to carry out a transaction on exactly the same basis as that between Government and Messrs. Hanotaiah Limited, viz. by way of exchange for other land which Government may require.

I should be glad to know at your earliest convenience whether such a proposal would be entertained by Government.

I have the honour to be,

Sir,

Your obedient servant

195

Bernard Joseph.

100-111111

100-111111

RECEIVED
FEBRUARY 1964
U.S. DEPARTMENT OF
COMMERCE

100-111111

100-111111



196

הנוטע בע"מ

HANOTIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
תחב דאר 18—טלפונים: 1240, 1241
סוכנויות ומשרדים במרכזי היהדות
Head Office:
HANOTIAH BUILDING 130, Allenby Road
TEL-AVIV, PALESTINE
P.O. Box 18—Phones: 1240, 1241
AGENCIES & OFFICES IN THE PRINCIPAL
CITIES OF THE WORLD

בנקאים:
בנק אנגלו-פלסטינה בע"מ תל-אביב
בנק לאומי בע"מ תל-אביב
בנק בני-בנימין בע"מ תל-אביב
BANKERS:
The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D.C. & O.) L.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv
המזען המברקי: הנוטע תל-אביב
Cable Addr.: Hanotiah Tel-Aviv



תל-אביב 26th February 1936

13/4-1084

Director of Land Registration
P.O.B. 356
Jerusalem



Dear Sirs,

Whereas it has been agreed in due course to assign the sand dunes held by us on lease in Nathanya to the Nathanya Sea-Shore Development Co. Ltd, and

Whereas an agreement of exchange has been executed, in the meantime, in respect of part of the leased lands and an area of 114 dunams and 084 sq. metres is still held by us on lease,

We, therefore, hereby apply for the assignment of this area to the Nathanya Sea-Shore Development Company Limited.

At this opportunity we wish to enquire whether the standard form of the sub-lease submitted by us in due course and approved by you as per your letter of the 13th May, 1935 No. D/Tul/106-4040 will be valid for the aforementioned demised property.

Faithfully yours,

HANOTIAH LIMITED.

D. Ben-Ami

KB/MH.

D/Tul/106-

1568

195
DIRECTOR OF LAND REGISTRATION
P.O.Box 356
Jerusalem.

25 FEB 1936

WBS

Registered 27

Sir,

I have the honour to refer to your letter P/116/1 of the 23rd of January, 1936 on the subject of the proposed transfer to your clients Messrs Pardess Hagdud Incorporated of certain land in Um Khalid Village and to inform you that I am not prepared to recommend to Government that this land should be transferred to your clients on payment of Bedl Misl.

I would observe that the transfer of land to Messrs Hanotaiah Limited to which you refer was not on the basis of the payment of Bedl Misl but by way of exchange for other land required by Government.

I have the honour to be,

Sir,

Your obedient servant.

8741 J. N STUBBS

DIRECTOR OF LAND REGISTRATION

Mr. Bernard Joseph,
P.O.Box 750,
Jerusalem.

N.

WBS

TELEGRAMS: "BEEJOSEPH" JERUSALEM

JERUSALEM

PRINCESS MARY AVE.

P. O. B. 750 TELEPHONE 696

ד"ר ברנרד יוסף

מחמי וכאב עדל

شارع الاميرة ماري القدس

سنسوق البريد ٧٥٠ تلفون ٦٩٦

BERNARD JOSEPH

BARRISTER-AT-LAW

NOTARY PUBLIC

ADVOCATE

ד"ר ברנרד יוסף

עורך דין ונוטריון

ירושלים

רחוב הנסיכה מרי

ת.ד. 750 סלפון 696

REF.

/3

GOVERNMENT OF PALESTINE
DIRECTOR OF LAND REGISTRATION

22 FEB. 1936

File No. Serial No.

HE. D. ANTERS JERUSALEM

JERUSALEM, February 21, 1936

The Director of Land Registration
Government of Palestine
Jerusalem

Sir:

On January 23, 1936 I had the honour to address you regarding 114.084 dunams Sand Dunes held under lease from the Government by Messrs. Hanotiah Ltd.

As I have not as yet received a reply to my application, I would ask you to consider the matter at your earliest convenience and to inform me of your decision.

I have the honour to be,

Sir,

Your obedient servant,

Bernard Joseph

Replied at 192

PP 27.2

WIND

WIND
WIND
WIND
WIND

WIND

WIND

WIND

WIND

A. Director of Land Registration.

Reference: Letter from Mr. Bernard Joseph.

There is nothing in this file relating to the transfer on payment of Bedl Misl of land to Hanotiah Ltd. There is a reference to the exchange of the Sand Dunes leased to Hanotiah for other land required by the Development Officer, but most of the papers seem to be either on the file of the latter officer or of the Chief Secretary.

From the file, the negotiations in the matter of the surrender appear to have been conducted by Mr. Fishman in the first instance. The Director of Land Registration may have some information on the subject. If not the Registrar of Lands, Tulkarm, should be able to state whether any Bedl Misl was collected.

The question of the applicability of the Hanotiah case to the Pardess Hagdud can only be determined by reference to the Chief Secretary and the Development Officer's files.

Mr. Doudley

You asked me to
give you a note
on this.

19/6

Mr. Fishman
Would you pl.
speak to me
(or to Norton)

MD
18/2/66

Explained in my
letter at folio 186.
dated 16.9.35.

24/4/36

Mr. Fishman

In case you confirm that no land was transferred to Hanotiah Ltd

in payment of Bedl Misl?

Mr. Norton

not to my knowledge

18/2

24/2

190
13 OCT 1935

S.8/17-8224

Settlement Officer
Central Settlement Office
Jaffa

Subject:-Urgent transactions-
Qalensawa Village.

Reference:- Your C/423/6 of 4.10.35.

I attach herewith a certified extract
of the register showing the transfer of ownership
in favour of Government. I shall be glad if
you will acknowledge receipt.

f hu
DIRECTOR OF LAND REGISTRATION

Copy To: Registrar of Lands
Tulkarm
Ref.his letter No.456 of 21.9.35.

Copy To: D/Tul/106 ✓

1900

1228

100

1

189

GOVERNMENT OF PALESTINE
DIRECTOR OF LAND REGISTRATION
OCT 1935
File No. Serial No. 12022
HEADQUARTERS JERUSALEM

TLR/456/35 1165

Registrar of Lands
Tulkarm.

7th October 1935.

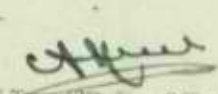
Director of Lands Registration
Jerusalem.

186

Subject :- Surrender of Lease and
Exchange -Um Khalid and
Qalansawa

Reference :-Your D/Tul/106/7552 of
16.9.1935.

I refer to the letter of the Settlement
Officer No.C/423/6 dated 4.10.1935 addressed to you
& beg to inform you that the Extract of registration
showing the transfer of Ownership in favour of the
Government has been forwarded to you under My covering
letter No.456/35-III9 dated 21.9.1935, please.


REGIS. TLR OF LANDS

AH/RM

188

TLR/456/35 - 1117

Registrar of Lands,
Tulkarm.
21 st Sept. 1935.

Director of Land Registration
Jerusalem.



Subject :- Surrender of Lease and
Exchange-Um Khalid and
Kalansawa. 186

Reference :- Your letter No. Drul/106/-
7662 dated 16.9.1935.

The registration has been effected
in accordance with your instruction.

I beg to enclose herewith the fol-
lowing documents:-

- a) One copy of the original deed of
lease No. 947/32
- b) One copy of the Deed of Surrender
of Lease.
- c) One copy of the deed of Exchange
- d) Certificate of registration in res-
pect of the 250 Donums and 6,86 Sq. Mtrs., in the
name of H.E. The High Commissioner.
- e) Extract of registration issued for
official use only in respect of Land mentioned
in part "D" above.

I should be obliged if you would
kindly pass the Extract of registration to the Sett.
Officer Jaffa, in order to have the Schedule of
Claims in respect of the Land in question amended
accordingly.

Kindly acknowledge receipt.

AH/RK.

Copy to File No. 19/24

REGISTRAR OF LANDS

Extract sent
Jaffa. per
S/8/174.
2.10.35.

ON HIS MAJESTY'S SERVICE.

Palestine Government

Economy.

FASTEN

OPEN

Envelope by printing the
Label across flap.
by Cutting Label instead of
tearing Envelope.

10/4/24 B. P.

STATE DOMAIN RENTS

Sub-District Tullkarn

Note :— A copy of this return must be sent to the Auditor and to the Director of Lands.

Ref/106 - 7662

186

26 SEP 1935

Registrar of Lands,
Tulkarm.

Subject:- Surrender of Lease and
Exchange -Um-Khalid and
Qalansuwa lands.

Reference:- Your TLR/365/35 and
549/33 of 9.8.35.

Under Deed No.947/32 a lease was registered in favour of the Hanotaiah Ltd. in respect of three parcels of land containing a total area of 1051 dunums and 182 square metres.

2. Under Deed No.477/34 the area of one parcel containing originally 225 dunum and 326 square metres has been corrected into 219 dunums 49.6 square metres (which actually should be 219.46.9 sq.metres), and was subsequently divided into two parcels containing 114 dunums and 84 square metres and 105 dunums 385 square metres respectively. The area of the latter parcel was wrongly quoted in your register as 105 dunums 358 square metres. This should be corrected.

3. It appears, therefore, that the following parcels are, up the date of this letter, subject to the lease in favour of the Hanotaiah Ltd:-

(a)	Deed No.79/30	area =	1284	365
(b)	" " 199/26	"	697	491
(c)	" " 478/34	"	114	084
(d)	" " 478/34	"	105	385
			1045	325
			=====	

4. The Government being the owner of the above quoted parcel, entered into an agreement with the Lessee to determine the said lease in respect of parcels referred to in para 3 (a), (b) & (d) provided that parcel referred to under 3(c) containing an area of 114 dunums and 084 square metres shall remain subject to the said lease.

5. I enclose herewith three copies of Deed^a of Surrender of Lease containing full particulars

1935

[Faint, mostly illegible text, possibly bleed-through from the reverse side of the page]

[Faint, mostly illegible text at the bottom of the page]

- (f) A certificate of registration in respect of 250 dunums 6.86 square metres in the name of the Hathanya Sea-Shore Development Co. Ltd.
- (g) An application by the said Company asking to effect the exchange with the Government.
- (h) A copy of the minutes of the meeting of the Board of Directors in connection with the above transaction of exchange.
- (i) ³~~Two~~ copies of a Deed of Exchange.

11. The applications should be entered into the petition book in the usual manner and you should effect registration on payment of 250 mils in respect of each parcel affected by the Surrender of Lease and Exchange fees being 1½% on one half of the aggregate market value of the properties exchanged provided you are satisfied that the work due has been paid and that a clearance certificate in this respect has been submitted to you.

12. The rent due to Government from the Hanotaiah Ltd. has been collected in this office under Receipt No. 249564 dated the 12th September 1935.

Your files Nos. 365/35, 522/32 and 49/33 are returned herewith.

Jr. 
DIRECTOR OF LAND REGISTRATION.

EM/E.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607

TO THE DIRECTOR, NATIONAL BUREAU OF STANDARDS
WASHINGTON, D. C. 20535

FROM: DR. J. H. GOLDSTEIN
DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO

SUBJECT: 137Cs

The following information is being furnished to you for your information. It is based on the results of a series of experiments conducted by the author and his co-workers, and is intended to provide a basis for the determination of the half-life of ^{137}Cs . The experiments were conducted using a series of techniques, including the use of a series of ^{137}Cs sources of different activities, and the use of a series of different counting techniques. The results of these experiments are summarized in the following table:

TABLE I
Summary of results of experiments on the half-life of ^{137}Cs

The results of these experiments are summarized in the following table:

[Handwritten signature]

[Handwritten initials]

Government of Palestine

In case of reply
please quote the
date of this letter
and the following
number:

A/133/32.

Chief Secretary's Office,
Jerusalem,
Palestine.



14 September, 1935.

Director of Land Registration.

Subject : Scheme for the assistance
of Agricultural Labourers.

Reference: Your letter No. D/TUL/106-
7607 of the 13th September,
1935.

I am directed to inform you that the
documents in question have been duly signed by
the Officer Administering the Government on the
13th September and despatched to the Development
Officer on that date.

See serial

ACTING CHIEF SECRETARY.

MADE IN N

EXTRA



MADE IN NORW

EXTRA ST

D/Tel/106-7607

13 SEP 1935

Chief Secretary.

Subject:- Scheme for the assistance
of Agricultural Labourers.

Reference:- Your letter No. A/133/32 of
the 9th of September, 1935.

I enclose herewith Deeds of Surrender
of Lease and Deeds of Exchange in triplicate and
shall be grateful if these deeds, together with
plans annexed thereto will be submitted to His
Excellency the Officer Administering the Government
of Palestine for signature.

The 3rd para on page 2 of the Surrender of
Lease has been reworded as requested.

Sd/- J. N. STUBBS

DIRECTOR OF LAND REGISTRATION.

Encls: 6 deeds and plans.

E.

181

7034-2012-719

SEP 1937

JOHN N. STUBBS

249564

Registration Dept Hqrs, Jerusalem
Land Registry Office of
Name of Payer *The Kanotish Limited*
Nature of Transaction
Consideration L.P.
Date *12/9/1935*

משרד ספרי האחוזה ב
اسم الدافع
שם המשלם
نوع المعاملة
טובה של הטרנסקציה
القيمة ج.ف.
התמורה ל"פ (א"י)
التاريخ
תאריך

Remarks ملاحظات הערות	Particulars التفاصيل הפרטים	Fees payable الرسوم المقتضى تحصيلها הסכום המשולם	
		L.P. ج.ف. ל"פ	Mils مل מיל
Hqrs file no DLul/106 refers <i>(Thirteen Pal. Pounds + one hundred + forty mils)</i>	Payment on account of rent	13.140	

H. Lardo

Signature of Registry clerk

امضاء كاتب التسجيل

The above fees have been paid and entered in the treasury book under No. *249564*

تمت الرسوم المبينة اعلاه وادخلت في دفتر الخزينة تحت نمرة

הסכום הנ"ל שולט ונכנס בספרי האוצר בסכום

12 SEP 1935

Signature of Payer

امضاء الدافع

Signature of Cashier

HEADQUARTERS JERUSALEM

Government of Palestine

182

In case of reply
please quote the
date of this letter
and the following
number

Land Reg.



Chief Secretary's Office,
Jerusalem,
Palestine

H W/a

A/133/32.

9 September, 1935.

182

Commissioner for Lands and Surveys
for attention of :-
Director of Land Registration.



Subject : Scheme for the Assistance
of Agricultural Labourers.

Reference: Your D/TUL/106-6946 of the
22nd August, 1935.

I am directed to approve the draft Deeds of
Exchange and of Surrender of Lease, enclosed with
your letter under reference, subject to the following
rewording of the third paragraph on page 2 of the
Surrender of Lease:-

"In pursuance of this agreement the Lessee
surrenders unto the Lessor that part of the premises
comprised and demised by the said agreement which is
described and referred to in the first schedule hereto
to the intent that the residue now unexpired of the
said term of ninety nine (99) years created by the said
agreement, and all other the estate and interest of
the said Lessee in the premises so described and re-
ferred to in the first schedule hereto under or by
virtue of the said agreement may be merged and ex-
tinguished in the reversion of the said premises".

Bar Levee

ACTING CHIEF SECRETARY.

Copy to:- Development Officer.

102 861

157.845

Q/Tul/106-6946

182

22 AUG 1935

Chief Secretary.

Subject:- Scheme for the Assistance
of Agricultural Labourers.

Reference:- Your Note on file A/133/32
of the 16th July, 1935.

The Hanotaiah Co. Ltd. agreed to the exchange of 250 dunums of land registered in the name of Nathania Sea Shore Development Co. Ltd. against 931 dunums of sand dunes owned by Government. The rate of exchange being slightly less than 4 dunums of Government land to 1 dunum of agricultural land owned by the Company.

2. I enclose herewith draft Deeds of "Surrender of Lease" and "Exchange" for your approval.

(Sd) J. N. STUBBS

DIRECTOR OF LAND REGISTRATION.

E.

23/9

2792-201/27/2

2501172 N. L. 000

CHAPITRE IV

TLR/365/35- 936

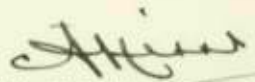
180
Registrar of Lands,
Tulkarm.
9th August, 1935.

179
Director of Land Registration,
Jerusalem.

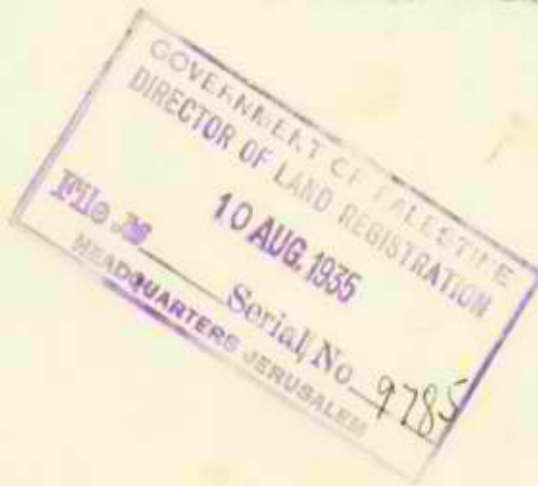
Subject:- Leases of State Property.

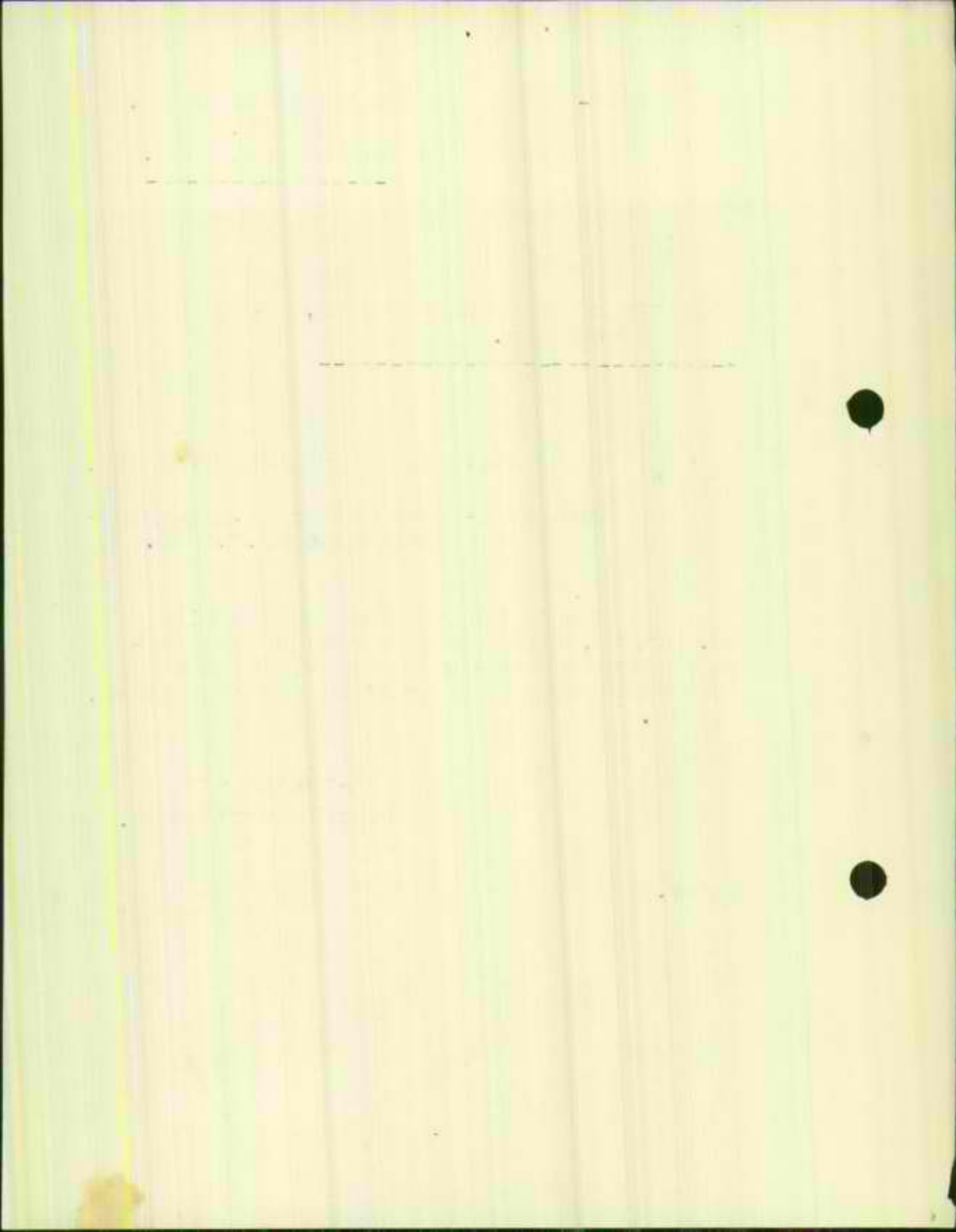
Reference :- Your letter No.D/TM/106-
6141 dated 26.7.1935.

I beg to forward this office file
No. 365/35, together with plan of the Par-
cels measuring 43 dunoms and 916 metres
duly approved by the Commissioner of Surveys,
please.


REGISTRAR OF LANDS.

AH/ET.





TLR/549/33- 308

Registrar of Lands,
Tulkarm
31 st July 1935.

170

Director of Land Registration
Jerusalem.



Subject :- Lease of Hanotaiah Ltd.
Um-Khalid
Reference :- Your D/Tul/106-4979
of 17.6.1935.

As instructed by Mr. Fishman,
on the Telephone I beg to forward this Office
file No. 549/33.

Extract of registration in
respect of the Lease to the Hanotaiah and the
subsequent entries are also enclosed.

With regard to the registration
of the assignment of lease to Pardess Hagdood,
para "3" of your letter under reference dated
27.9.1935 refers, please.

9!


REGISTRAR OF LANDS.

AH/RK.

Director of Land Administration
L. M. Smith
21 July 1958

175-200-100

Director of Land Administration
L. M. Smith

Subject: - Lease of Parcel 100-100-100
Reference: - Your letter of 17.5.1958
17.5.1958

As indicated by Mr. Smith,

on the telephone I was to forward this letter

17.5.1958

Extensive registration in

request of the Land to the Director and the

subsequent action are also enclosed.

With regard to the registration

of the assignment of lease to the Director

Page 22 of your letter under reference dated

17.5.1958 is enclosed.

Director of Land Administration

17.5.1958

179⁸

DIRECTOR OF LAND REGISTRATION
P.O.B. 356
JERUSALEM

D/Tul/106-6141

Registrar of Lands,
Tulkarm.

Subject:- Leases of State Domain
Property.

Reference:- Your letter No. TLR/522/32
of the 20th July, 1935.

Will you please arrange for a
plan of the parcel measuring 43 dunums to
be made at once.

RECEIVED
JUL 21 1935
DIRECTOR OF LAND REGISTRATION.

E.

20/8

PM

1412



1412

TLR/522/32 - 842

Registrar of Lands
Tulkarm.
20th July 1935.

Director of Lands Registration
Jerusalem.



Subject:- Leases of State
Domain Property.

Reference:- Your letter No. D/Tul/106-
5930 dated 18.7.1935

The properties registered in
the name of His Excellency the High Commissioner
in Um Khalid Village and Leased to the Hanotaiah
Limited are three plots registered as follows:-

Deed of Lease No.	Vol.	Fol.	Area	
			St. Dons.	Mtrs.
i, 947/1932	I	6	697	491
ii, do.	I	15	225	326
iii, do.	I	21	128	365

File No. 522/32 in respect of the
above lease is attached herewith.

With regard to the plot of Land
measuring 43 Dons. I beg to state that it is
no registration as such could be traced. I under-
stand that it lies to the west of State Domain
"C" shown on plan marked 48 attached to the deed
of Lease kept in file No. 522/32 attached, please.

REGISTRAR OF LANDS

AH/RK.

0/Tul/106- 5930

176
177

DIRECTOR OF LAND REGISTRATION
P.O.Box 356
Jerusalem.

Registrar of Lands,
Tulkarm.

18 JUL 1955

Subject:- Leases of State
Domain Property.

I should be glad if you would
send to me at once the file in respect of the
property registered in the name of His Excellency
the High Commissioner having an area of 931 dunums
and leased to the Hanotiah Ltd. You will at
the same time forward to me the plan and extract
of registration in the name of His Excellency the
High Commissioner in respect of a plot of land
having an area of 43 dunums situated in Nathanyia
or Um Khalid.

cc) J. N. STUBBS

DIRECTOR OF LAND
REGISTRATION

N.

THE SECRETARY OF THE
TREASURY

1900

RECEIVED
FEB 10 1900

RECEIVED
FEB 10 1900

RECEIVED
FEB 10 1900

and as the Secretary of the
Treasury is the only one who
can make the necessary
and I have no doubt that
the same will be done in
the future. In the future
the Secretary of the
Treasury is the only one
who can make the necessary
and I have no doubt that
the same will be done in
the future.

RECEIVED
FEB 10 1900

RECEIVED
FEB 10 1900

PARDESS HAGDUD

LAND REGISTRY OFFICE OF TULKARM

DEED OF TRANSFER OF LEASE.

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums 182 square metres more or less as the same is more particularly delineated on three plans marked A, B and C annexed to the said agreement and thereon coloured yellow for a term of 99 years (Gregorian Calendar) from the 4th day of July 1932 to the 3rd day of July 2031 such lease to be subject to and with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shewn on plan marked A as having an area of 225 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly

AND WHEREAS by clause 3 of the said agreement it is provided that the Lessor shall not assign mortgage or otherwise dispose of or charge his interest in the said land without obtaining the consent in writing of the

Lessor such consent not to be unreasonably withheld.

AND WHEREAS by letter No.L/1/33 dated the 26th of January, 1935 addressed to Dr. Bernard Joseph of Jerusalem, Advocate for the Transferor the Lessor has consented to the assignment of the lease by the Transferor to Pardess Hagdud Incorporated a Company duly registered under the laws of Palestine (hereinafter called the Transferee) in respect of an area of 114 dunums and 84 square metres forming a part of the parcel having an area of 219 dunums 469 square metres shewn on the plan hereinbefore referred to as being marked "A" as the same is more particularly delineated on the plan annexed hereto marked "D" and thereon coloured green

NOW THEREFORE it is hereby agreed and declared as follows:-

IN CONSIDERATION of the sum of One Pound Palestine paid by the Transferee to the Transferor the Transferor hereby transfers unto the Transferee in respect solely of the said parcel of 114 dunums and 84 square metres hereinbefore described all his rights and interests under ^{the} above recited lease on the fourth day of July 1932 which lease was registered in the Land Registry of Haifa on the 1st day of November, 1932 in the Land Registry of the Village of Um Khalid Vol. No.1 Folios No.6 15 and 21 to the effect that the transferee ~~transfer~~ shall be and become entitled to all the rights and interests and subject to all the obligations under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the

Transferee hereby accepts all the said
rights and interests and undertakes all the
obligations contained in the said agreement and
on the part of the Lessee to be observed and
performed.

The Common Seal of the)
transferee was hereto)
affixed in the presence)
of.....)
.....)

The Common Seal of the)
transferor was hereto)
affixed in the presence)
of.....)
.....)

NATHANIYA SEA SHORE

LAND REGISTRY OFFICE OF TULKARM

DEED OF TRANSFER OF LEASE

Handwritten signature and initials

Sub-District: Tulkarm
Village of Um Khalid

Register No.....
Deed No.....

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotaiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums and 182 square metres more or less as the same is more particularly delineated on three plans marked A, B and C annexed to the said agreement and thereon coloured yellow for a term of 99 years (Gregorian Calendar) from the 4th day of July 1932 to the 3rd day of July 2031 such lease to be subject to and with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shown on plan marked A as having an area of 225 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly

AND WHEREAS by clause 3 of the said agreement it is provided that the Transferor shall not

assign mortgage or otherwise dispose or charge his interest in the said land without obtaining the consent in writing of the Lessor such consent not to be unreasonably withheld.

AND WHEREAS by letter No.L/1/33 dated the 27th of January, 1934 addressed to Dr. Bernard Joseph, Jerusalem. Advocate for the Transferor the Lessor has consented to the assignment of the lease by the Transferor to the Nathanya Sea Shore Development Company a Company duly registered under the Laws of Palestine (hereinafter called the Transferee) in respect of an area of 931 dunums and 241 square metres as the same is more particularly delineated on the three plans annexed hereto marked D, E and F and thereon coloured green that is to say the areas shown on plans marked 'E' and 'F' respectively are those shewn on plans marked 'B' and 'C' respectively and hereinbefore referred to and the area of 105 dunums 385 square metres shewn on plan marked 'D' form part of the area of 219 dunums 469 square metres shewn on the plan hereinbefore referred to and marked 'A'

NOW THEREFORE it is hereby agreed and declared as follows

IN CONSIDERATION of.....
.....paid by the Transferee to the
Transferor.....

1. The Transferor hereby transfers unto the Transferee in respect solely of the said three parcels having a total area of 931 dunums and 241 square metres hereinbefore described all its rights and interests under the above recited lease of the fourth day of

Handwritten text in a cursive script, likely a letter or a page from a manuscript. The text is arranged in several lines, with some words appearing to be in a different language or dialect. The handwriting is somewhat faded and the ink is light.

Handwritten text, possibly a signature or a date, located in the middle of the page. It is written in a cursive script and is somewhat difficult to decipher.

Handwritten text, possibly a signature or a date, located at the bottom of the page. It is written in a cursive script and is somewhat difficult to decipher.

July 1932 which lease was registered in the Land Registry of Haifa on the 1st day of November 1932 in the Land Registry of the Village of Um Khalid Vol. No.1 Folios No.6,15 and 21 to the effect that the transferor shall be and become entitled to all the rights under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the Transferee hereby accepts all the said rights and interests and undertakes all the obligations contained in the said agreement and on the part of the Lessee to be observed and performed.

The Common Seal of
the Transferor was hereto
affixed in the presence
of.....
.....

The Common Seal of the
Transferee was hereto
affixed in the presence
of.....
.....

I enclose herewith a copy of the Deed of Assignment used in connection with the I.C.I.Ltd.

The Deeds in respect of the Hanotaiah Lease were re-drafted so as to correspond in form with the I.C.I.Deed as it was assumed that this was the form now to be used.

I have amended the Deeds so as to comply with paragraphs 4 and 5 of the Attorney General's minute at 44. The reference in both Deeds to the correction of the area of the parcel shewn in plan marked "A" is necessary as it is this area which has been parcellated and assigned partly to Pardess Hagdud and partly to the Nathaniya Sea Shore Development Company.

No sub-leases have been made by the Hanotaiah Ltd, but I have approved a standard form of sub-lease to be used, without deviation, by the Nathaniya Sea Shore Development Company in due course.

It has been the practice of this Department to prepare all deeds and other instruments arising out of transactions affecting State Domain but I have no objection, in future, to requiring, in cases of assignment of a lease, ~~to require~~ the parties concerned to prepare the draft deed.

Amended draft deeds in duplicate are submitted.

Mr Horton

*This seems
to be wrong
in order
MP 19/6*

19/6

19/6

19/6

Proposed Amendments to DeedsPardess Hagdud

PAGE 2.

After the words " 114 dunums and 84 square metres" insert
" forming a part of the parcel having an area of 219 dunums 469 square metres shewn on the plan hereinbefore referred to as being marked "A".

PAGE 2.

Before the words " The Transferor hereby transfers " insert

" In consideration of the sum of One Pound Palestine paid by the Transferee to the Transferor".

PAGE 2Nathaniya Sea Shore)

After the words
" and thereon coloured green"
insert
" that is to say the areas shewn on plans marked "E" and "F" respectively are those shewn on plans marked "B" and "C" respectively and hereinbefore referred to and the area of 105 dunums 385 square metres shewn on plan marked "D" form part of the area of 219 dunums 469 square metres shewn on the plan hereinbefore referred to and marked "A".

NOTE:

The Attorney General asks for a

P.T.O.

reference to the consideration paid.

We do not yet know the consideration paid in respect of the assignment to the Nathaniya Sea Shore Company.

The consideration clause must be left blank.

" In consideration of.....
.....paid by the Transferor to the
Transferor".....

PARDESS HAGDUD

LAND REGISTRY OFFICE OF TULKARM

DEED OF TRANSFER OF LEASE.

Sub District of Tulkarm

Village of Um Khalid

Register No.....

Deed No.....

John ...
to B?
C
11/6

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotaiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part, the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums 182 square metres more or less as the same is more particularly delineated on three plans marked A, B and C annexed to the said agreement and thereon coloured yellow for a term of 99 years (Gregorian Calendar) from the 4th day of July 1932 to the 3rd day of July 2031 such lease to be subject to ^{and} with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shewn on plan marked A as having an area of 255 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly

AND WHEREAS/

This appears in both deeds. how can it be relevant to both?

AND WHEREAS by clause 3 of the said agreement it is provided that the Lessor shall not assign mortgage or otherwise dispose of or charge his interest in the said land without obtaining the consent in writing of the Lessor such consent not to be unreasonably withheld

AND WHEREAS by letter ^{Nº L/1/33} dated the 26th of January 1933 addressed to Dr. Bernard Joseph of Jerusalem, Advocate for the Transferor No. L/1/33 the Lessor has consented to the assignment of the lease by the Transferor to Pardess Hagdud Incorporated a Company duly registered under the laws of Palestine (hereinafter called the Transferee) in respect of an area of 114 dunums and 84 square metres as the same is more particularly delineated on the plan annexed hereto marked D and thereon coloured green

NOW THEREFORE it is hereby agreed and declared as follows:-

~~XXX~~ The Transferor hereby transfers unto the Transferee in respect solely of the said parcel of 114 dunums and 84 square metres hereinbefore described all his rights and interests under the said lease registered in the Land Registry of Haifa on the 1st day of November, 1932 in the Land Registry of the Village of Um Khalid Vol. No. 1 Folios No. 6, 15 and 21 to the effect that the

transferee

~~forming part of
w. or?
Plan A B or C
of original lease?~~

~~What is the
consideration
for the transfer?~~

above recited lease
of the fourth day
of July 1932 which
lease was ✓

transfer shall be and become entitled to all the rights and interests and subject to all the obligations under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the Transferee hereby accepts all the said rights and interests and undertakes all the obligations contained in the said agreement and on the part of the Lessor to be observed and performed.

Lessee ✓

The Common Seal of the
transferee was hereto
affixed in the presence
of.....
.....

The Common Seal of the
Transferor was hereto
affixed in the presence
of.....
.....

(PARDESS HAGDUD)

LAND REGISTRY OFFICE OF TULKARM

DEED OF TRANSFER OF LEASE.

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotaiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums 182 square metres more or less as the same is more particularly delineated on three plans marked A, B and C annexed to the said agreement and thereon coloured yellow for a term of 99 years (Gregorian Calendar) from the 4th day of July 1932 to the 3rd day of July 2031 such lease to be subject to and with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shewn on plan marked A as having an area of 225 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly

AND WHEREAS by clause 3 of the said agreement it is provided that the Lessor shall not assign mortgage or otherwise dispose of or charge his interest in the said land without obtaining the consent in writing of the

Lessor such consent not to be unreasonably withheld.

AND WHEREAS by letter No.L/1/33 dated the 26th of January, 1935 addressed to Dr. Bernard Joseph of Jerusalem, Advocate for the Transferor the Lessor has consented to the assignment of the lease by the Transferor to Pardess Hagdud Incorporated a Company duly registered under the laws of Palestine (hereinafter called the Transferee) in respect of an area of 114 dunums and 84 square metres forming a part of the parcel having an area of 219 dunums 469 square metres shewn on the plan hereinbefore referred to as being marked "A" as the same is more particularly delineated on the plan annexed hereto marked "D" and thereon coloured green

NOW THEREFORE it is hereby agreed and declared as follows:-

IN CONSIDERATION of the sum of One Pound Palestine paid by the Transferee to the Transferor the Transferor hereby transfers unto the Transferee in respect solely of the said parcel of 114 dunums and 84 square metres hereinbefore described all his rights and interests under ^{the} above recited lease on the fourth day of July 1932 which lease was registered in the Land Registry of Haifa on the 1st day of November, 1932 in the Land Registry of the Village of Um Khalid Vol. No.1 Folios No.6 15 and 21 to the effect that the transferee ~~transfer~~ shall be and become entitled to all the rights and interests and subject to all the obligations under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the

Transferee hereby accepts all the said
rights and interests and undertakes all the
obligations contained in the said agreement and
on the part of the Lessee to be observed and
performed.

The Common Seal of the)
transferee was hereto)
affixed in the presence)
of.....)
.....)

The Common Seal of the)
transferor was hereto)
affixed in the presence)
of.....)
.....)

(NATHANIYA SEA SHORE)

LAND REGISTRY OFFICE OF TULKARM

DEED OF TRANSFER OF LEASE

Sub-District: Tulkarm
Village of Um Khalid

Register No.....
Deed No.....

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotaiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums and 182 square metres more or less as the same is more particularly delineated on three plans marked A, B and C annexed to the said agreement and thereon coloured yellow for a term of 99 years (Gregorian Calendar) from the 4th day of July 1932 to the 3rd day of July 2031 such lease to be subject to and with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shewn on plan marked A as having an area of 225 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly

AND WHEREAS by clause 3 of the said agreement it is provided that the Transferor shall not

assign mortgage or otherwise dispose or charge his interest in the said land without obtaining the consent in writing of the Lessor such consent not to be unreasonably withheld.

AND WHEREAS by letter No.L/1/33 dated the 27th of January, 1934 addressed to Dr. Bernard Joseph, Jerusalem. Advocate for the Transferor the Lessor has consented to the assignment of the lease by the Transferor to the Nathanya Sea Shore Development Company a Company duly registered under the Laws of Palestine (hereinafter called the Transferee) in respect of an area of 931 dunums and 241 square metres as the same is more particularly delineated on the three plans annexed hereto marked D, E and F and thereon coloured green that is to say the areas shown on plans marked 'E' and 'F' respectively are those shewn on plans marked 'B' and 'C' respectively and hereinbefore referred to and the area of 105 dunums 385 square metres shewn on plan marked 'D' form part of the area of 219 dunums 469 square metres shewn on the plan hereinbefore referred to and marked 'A'

NOW THEREFORE it is hereby agreed and declared as follows

IN CONSIDERATION of.....
.....paid by the Transferee to the
Transferor.....

1. The Transferor hereby transfers unto the Transferee in respect solely of the said three parcels having a total area of 931 dunums and 241 square metres hereinbefore described all its rights and interests under the above recited lease of the fourth day of

July 1932 which lease was registered in the Land Registry of Haifa on the 1st day of November 1932 in the Land Registry of the Village of Um Khalid Vol. No.1 Folios No.6,15 and 21 to the effect that the transferor shall be and become entitled to all the rights under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the Transferee hereby accepts all the said rights and interests and undertakes all the obligations contained in the said agreement and on the part of the Lessee to be observed and performed.

The Common Seal of
the Transferor was hereto
affixed in the presence
of.....
.....

The Common Seal of the
Transferee was hereto
affixed in the presence
of.....
.....

NATHANYA SEA SHORE.

LAND REGISTRY OFFICE OF TULKARM

DEED OF TRANSFER OF LEASE.

Sub District of Tulkarm

Register No.....

Village of Um Khalid

Deed No.....

WHEREAS by an agreement of lease dated the 4th day of July 1932 made between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, G.C.M.G., K.C.B., C.I.E., D.S.O., High Commissioner of Palestine for and on behalf of the Government of Palestine (hereinafter called the Lessor) of the one part and the Hanotaiah Limited a Company duly registered under the laws of Palestine (hereinafter called the Transferor) of the other part the Lessor agreed to lease and the Transferor agreed to take three plots of land situated in the village of Um Khalid containing by admeasurement a total area of 1051 dunums and 182 square metres more or less as the same is more particularly delineated on three plans marked A, B and C annexed to the said agreement and thereon coloured yellow for a term of 99 years (Gregorian Calendar) from the 4th day of July 1932 to the 3rd day of July 2031 such lease to be subject to ^{and} with the benefit and stipulations and conditions contained in the said agreement.

AND WHEREAS the area of the parcel shewn on plan marked A as having an area of 225 dunums 326 square metres was subsequently ascertained to be 219 dunums 469 square metres and the registration thereof was corrected accordingly

AND WHEREAS by clause 3 of the said agreement it is provided that the Transferor shall not assign mortgage or otherwise dispose or charge his interest in the said land

without/

~~interest therein~~ without obtaining the consent in writing of the Lessor such consent not to be unreasonably withheld

Nº 4/1/33

AND WHEREAS by letter ^A dated the 27th of January 1934 addressed to Dr. Bernard Joseph, Jerusalem, Advocate for the Transferor No. 4/1/33 has consented to the assignment of the lease by the Transferor to the Nathanya Sea Shore Development Company a Company duly registered under the laws of Palestine (hereinafter called the Transferee) in respect of an area of 931 dunums and 241 square metres as the same is more particularly delineated on the three plans annexed hereto marked D, E and F and thereon coloured green

NOW THEREFORE it is hereby agreed and declared as follows:-

1) The Transferor hereby transfers unto the Transferee in respect solely of the said three parcels having a total area of 931 dunums and 241 square metres hereinbefore described all its rights and interests under the ~~said lease~~ registered in the Land Registry of Haifa on the 1st day of November 1932 in the Land Registry of the Village of Um Khalid Vol.No.1 Folios No.6,15 and 21 to the effect that the transfer shall be and become entitled to all the rights under the said agreement as if the said agreement had originally been made between the Lessor and the Transferee and the Transferee hereby accepts all the said rights and interests and undertakes all the obligations contained in the said

agreement/

Amended

2 Copies

above revised
lease from fourth
day of July 1932
which lease
was

Lessee!

agreement and on the part of the Lessor to be
observed and performed.

The Common Seal of the
Transferor was hereto
affixed in the presence
of.....

.....

The Common Seal of the
Transferee was hereto
affixed in the presence
of.....

.....

171

TLR/549/33-741 Registrar of Lands,
Tulkarm.
18th June 1935.

Director of Land Registration
Jerusalem.



Subject :- Waqf Khalil ar
Rehman

170

Reference :- Your D/TUL/106-
4979 dated the
17 th June 1935.

I acknowledge receipt
of files Nos 549/33 and 65/26, please.

REGISTRAR OF LANDS

AH/RK.

170

D/Tul/106-4979

17 JUN 1935

Registrar of Lands
Tulkarm.

Subject:- Waqf Khalil
Rahman.

I return herewith your
two files Nos. 549/33 and 65/26.

Please acknowledge receipt.


DIRECTOR OF LAND
REGISTRATION.


N.

INE
IENT

P
GO

See note on
2nd page

DRAFT

D/Tul/106

-5009

Hussein
10/12/16

ce
Mr Norton
see this draft

169

Abd. Seen
Mr Brown
with initials
the documents
C.S.
27.5

I have the following observations to make:-

The complainants are the heirs of a share-holder in certain land in Um Khaled village, ~~which was originally~~ registered in the Turkish registers as having an area of 1481 (old) dunums. The original shareholders, at some date before the war privately partitioned the land into two plots and in 1926 the co-sharers, including complainants, applied for the separate registration of one of the two plots as demarcated on the ground.

2. An inspection of the boundaries, and the examination of the original title deed revealed that the eastern boundary was undefined. The boundary shewn in the title deed was the Birket Abdullah. This Birket had disappeared and the boundary on this side was found to be sand dunes of the mewat category. The eastern boundary of the sand dunes was therefore the boundary of the plot and the plan was prepared accordingly. This plan shewed an area of 1970 old dunums 1333 sq. pics within the boundaries of the plot belonging to the co-sharers as a whole, and this area was registered in their names. The sand dunes ~~area~~ was also surveyed and the area 245 old dunums 169 sq. pics registered as a State Domain. It will be noticed that at no time was this land ever included within the boundaries of the property of the claimants. This area of 245 old dunums was included in the area leased to Hanotaiah Ltd. and was later corrected to 219 metric dunums.

3. There is one possible source of confusion. When the area of 1970 old dunums was registered the area was, owing to a clerical error, shewn in the Register as 2215 old dunums, that is to say the area of the adjoining State Domain

This document
as follows
29.3.33
filed 6/5/36
29/5/35
Before this
draft is finally
app'd, Mr Gordon
requires
of them plan
with boundaries
where necessary

29.5

T. S.
V. S.
30/5

was included. This ^{clerical} error is ^{however} of no importance in relation to the present discussion as the boundaries were correctly described in the Register, and were definitely defined on the ground and the alignment shown on ^a the map. In addition the erroneous registration was in due time superseded by the registration of the land in four separate parcels in which the areas were correctly stated, the total amounting to 1970 old dunums.

4. As proof that at the time of the original registration the complainant recognized that they have ^{Let} no claim to the sand dune area ^{and are therefore stopped from claiming it now} I attach a copy and a translation of a declaration made at the time of the original registration (in 1927), in which the applicants conform that their boundary is the State Domain. ^(Exh. A.) This declaration was confirmed by the purchasers when the land was sold. Copies of these latter documents are also attached. ^(Exh. B and C) The original documents are in the ^{Tulkaram} Land Registry file No. 65/1926 which can be produced when necessary. ^{One Registrar of Lands Tulkaram (Jazat 5/4/35)} ^{Local Officer, can give} evidence to rebut the claim which is presumably based on the erroneous entry as regards the area.

5. I am satisfied that the claimants have no case.

11-7 JUN 1935

note

Genl M. DOUKHAN

D. J. L. R.

This is an exact copy of the minute addressed to C. S. in his file No 7/42/35

8/11 A

1)

Boundaries of the plot:
is as shown in the ~~land~~
Registry Registers.

(Road, Al-Fatha, Zahrat
Al- Balata & Birket Abdallah)

2)

N. Wadi al Hawareth
belonging to the
heirs of Al-Jayan
(Zahrat Al-Barata).

E. Ard. Al-Fatha belonging
to Salah Al-Hamdan & sons,

S. Southern plot belonging
to Salah Al-Hamdan and
sons.

W. Gort. property area 245 Dunams
and 170 pics.

3)

Boundaries of Southern plot .

N. Northern plot belonging to
Abdel Latif Barqaur and
Partners.

E. Ard. Al-Fatha South.

S. Road.

W. Birket Abdallah.

We the undersigned Salah bin Ahmad al Hamdan, Saleh Abdul
Rahim & Mohammad sons of Salah al-Ahmad of the inhabitants of
Um Khalid Village are the owners of half of the plot of Land
known as "El-Bashitieh", boundaries of which are stated above under
No.1, and Abdel Latif and Abdul Qader Sons of Haj Ismail al Khader
Al-Barqawi and Mohammad, Farideh, Mariam, Rafiq, Rashid, Khadija
sons of Khadr Iqab Al-Barqawi are the owners of half of the said
plot of Land "El-Bashitieh".

We also undertake the legal responsibility in declaring and
testifying that the said plot of land is partitioned into two
plots. The Northern plot belongs to Abdel Latif and Abdel Qader
sons of Haj Ismail al Khadr al-Barqawi & Mohammad, Farideh,
Mariam, Rafiq, Rashid & Khadija sons of Khadr Iqab al-Barqawi.
The Southern belongs to Salah Ben Ahmad al-Hamdan & his sons Saleh,
Abdul Rahim & Mohammad & every one has been in possession of his
share for a period exceeding 20 years; and no one of the owners of
either the Northern or the Southern plots have any right of
ownership in the Land specialized for the other.

This partition took place between us since a period exceeding
20 years as shown from the boundaries of the Northern and
Southern plots which are Stated above.

and whereas we agree to the said partition and no one of
us has any objection or any right to claim, we have signed this dec-
laration.

Seal.
Mariam Khadr Barqawi.

Seal.
Rafiq Khadr Barqawi.

Seal.
Khadija Khadr Barqawi.

Seal.
Mohd. Khadr
Barqawi.

Seal.

Seal.

Rashiqa Khadr Barqawi.

Farideh Khadr Mahmud.

Signed. Mohammad Salah Al-Hamdan
Thumb-Print. Abdul Rahim al-Salah.

Signed. Abdul Qader Barqawi.

Signed. Salah Hamdan.

Signed. Saleh Salah Hamdan.

Witness: Saleh abu Bash of Balqa.

Witness: Abdul Shani Yusef Jallad.

Witness: ?

28th, February, 1927.

The Director of Lands,
Jerusalem.

In connection with the purchase by me of 542 Donums and 19 Diraas in the village of Um-Khalik from Abdel-Latif and Abdel-Kader sons of Ismail El-Khadr El-Barkawi, Mohammad, Farideh, Mariam, Rashika, Rafika, and Khadija sons of Khadr Ikab El-Barkawi I hereby acknowledge that I am aware of an adverse claim to such land by the Mamour Awkaf and that I am acquiring such land with the knowledge of and subject to such claim and I agree that 245 donums and 170.52 Diraas of such land between the shore and the line coloured red reserved from such Sale as State Domain.

Signature..... ?

Ikab El-Barkawi

28th, February, 1927.

The Director of Lands,
Jerusalem.

In connection with the purchase by me of
1116 donums and 232 Ziraas in the village of Um-Khalid
from Abdel-Latif and Abdel-Kader sons of Ismail El-Khadr
El-Barkawi, Mohammad, Farideh, Mariam, Rashika, Rafika, Khadijeh
sons of Khadr Iqab El-Barkawi, I hereby acknowledge that
I am aware of an adverse claim to such land by the Mamour
Awkaf and that I am acquiring such land with the knowledge
of and subject to such claim and I agree that 245 donums
and 170,52 pics of such land between the shore and the
line coloured red are reserved from such sale as State
Domain.

Signature. Sarah Levy.

C.S's file No. J/42/35

(5)

D. of L Registration

Passed to you re minute (4)

for C. of L. & S.

8.3.35.

חברה לפתוח חוף נתניה בע"מ

NATHANYA SEA-SHORE DEVELOPMENT Co. Ltd.

Head Offices:

ALLENSBY ROAD No. 130
TEL-AVIV, PALESTINE
P. O. Box 18 — Phone 670

המשרד הראשי:

רחוב אלנבי מספר 130
תל-אביב, ארץ-ישראל
טלפון 670 — תב"ד 18

MEMORANDUM OF AGREEMENT entered into this
day of 193 between Nathanya Sea Shore Development Com-
pany Limited, a company incorporated and operating by virtue of
and under the laws of Palestine with its registered office in
Tel-Aviv (hereinafter called the "Company") of the one part,
and Mr. of
(hereinafter called the "Lessee") of the other part;

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Company agrees to sublet to the Lessee
who agrees to take on sublease from the Company the plot of land
(hereinafter referred to as the demised premises) in the colony
of Nathanya, comprising square metres and numbered
on the map of the Nathanya Sea Shore Development Co.
Ltd., which demised premises form a part of the area of land
taken on lease from the Government of Palestine, for the entire
period during which the Company is entitled to hold the demised
premises less six calendar months, so that the period of the sub-
lease under these presents shall be terminated on the day
of 203 .

Remark: The exact area will be ascertained
by the Land Registry Office, and the final price for same will
be fixed accordingly.

2. The parties hereto do hereby declare and
acknowledge that these presents are subject to the approval of
the Government of Palestine, and in the event of such approval
not being granted by Government within thirty days from the date
of the registration in the Land Registry of the deed of sub-
lease as hereinafter provided. The Company shall be entitled
forthwith to terminate the said sublease by simple letter and
thereupon the parties hereto shall be discharged from their
liabilities under these presents and under the said deed of
lease, provided however that the Company shall refund to the
Lessee all monies which shall have been advanced by him to the
Company under these presents together with interest at the rate
of 6% per annum.

3. The Company undertakes to construct the public
road facing the demised premises and to make the said road
for use by the Lessee or his assigns.

be filed accordingly.

...the Government of India, and in the event of such a...
...the Government of India, and in the event of such a...
...the Government of India, and in the event of such a...

1000

4. The Company undertakes to supply water to the demised premises from the Water Works of the Company by fixing a main water pipe within the boundaries of or adjacent to the demised premises, and the Lessee or his assigns shall be entitled to connect the water installation of the demised premises with the said main water pipe for the purposes of irrigation and household, provided that the Lessee shall pay for the water supplied to him at a price to be fixed by the Company or the Management of the Water Works appointed by it.

5. The Company undertakes to arrange for the Palestine Electric Corporation Limited to instal an electric line along the road facing the demised premises for the purpose of the supply of electric power and lighting so that the demised premises may be connected with the said electric line on the usual terms of supply of electricity to the consumers in Nathanya, provided that the cost of connection and use of electricity shall be borne and paid by the Lessee.

6. The Company undertakes to plant decorative trees in the streets, in the avenues and in the gardens in accordance with the Company's plan of development of the sea-shore of Nathanya, provided that the Company shall not be liable to defray the cost of upkeep of the gardens after the expiration of the term referred to in clause 7 of these presents.

7. The Company shall execute all necessary works and supply all necessary materials for carrying out its obligations as contained in clauses 3,4,5 and 6 of this agreement, all according to the decision in their discretion of experts to be appointed by the Company and the same shall be carried out by , 193 .

8. The Lessee shall pay to the Company for the demised premises and for all the works, materials and services to be rendered by the Company, the sum of LP per squ. metre, or a total of Palestine Pounds, payable as follows:

- a) Upon execution of these presents LP
- b) Twenty instalments as follows:-

1)	On or before the	day of	LP
2)	" " " "	" "	LP
3)	" " " "	" "	LP
4)	" " " "	" "	LP
5)	" " " "	" "	LP
6)	" " " "	" "	LP

7)	On or before the	day of	LP
8)	" " " "	" "	LP
9)	" " " "	" "	LP
10)	" " " "	" "	LP
11)	" " " "	" "	LP
12)	" " " "	" "	LP
13)	" " " "	" "	LP
14)	" " " "	" "	LP
15)	" " " "	" "	LP
16)	" " " "	" "	LP
17)	" " " "	" "	LP
18)	" " " "	" "	LP
19)	" " " "	" "	LP
20)	" " " "	" "	LP

together with interest at the rate of 6% per annum from the date hereof up to date of actual payment provided the interest on each instalment shall be payable simultaneously with such instalment.

In order to secure the due payment of the said instalments by the Lessee to the Company, the Lessee shall upon the execution of these presents hand to the Company promissory notes signed by him to the order of the Company in respect of the said instalments payable on the dates set out in para. b of this clause.

9. The Company hereby undertakes within months from the receipt by it of a letter from the Lessee, requesting them so to do, to execute in the Land Registry Office of the Government a deed of lease in favour of the Lessee in respect of the demised premises in the usual form of deeds of lease between the Company and its customers in Nathanya, whereby the parties hereto shall undertake to comply with all the terms and conditions of these presents and in particular the terms regarding the payment of the monies then outstanding by the Lessee to the Company in respect of rent, as aforesaid, provided that before the registration of the said deed of lease the Lessee shall sign all such deeds and documents as may be necessary to effect the execution of the said deed of lease and shall attend at the Land Registry of the Government to accept the said lease or procure the attendance of an attorney lawfully authorized by him in accordance with the laws of Palestine, and provided further that the Lessee shall simultaneously with such execution of the deed of lease execute a mortgage on the leasehold interest in the demised premises to be granted to him, such mortgage to be made to the order of the Company to secure the due payment of the unpaid balance which may be due or become due to it by the Lessee under these presents.

10. The Company shall carry out all such formalities and procure all such signatures as may be necessary in order to effect the registration of the said sublease in the manner aforesaid and all expenses incurred in connection with the

1

2

3

said registration of the deed of sublease shall be borne by the Company, and the Lessee shall in addition to the amount or amounts payable by him as herein provided pay the usual registration fees of the Land Registry in respect of the registration of the deed of sublease and fees for the registration of mortgage aforesaid.

11. The Company shall be entitled at any time to require the Lessee to take transfer by way of sublease of the demised premises, and shall attend the Government Land Registry in order to execute and register the said deed of sublease in the manner aforesaid, and the Lessee shall within 30 days of date of mailing by the Company of such notice attend at the Land Registry for the purpose and shall notify the Company seven days beforehand of the date at which he will there attend, In the event of the Lessee himself or by his duly authorized agent failing to give notice requiring the Company to attend at the Government Land Registry Office as aforesaid the Company shall automatically be released from any liability or responsibility to the Lessee under these presents, and shall be entitled to apply all the monies paid by the Lessee to the Company in respect of these presents up to the date of the breach of this agreement under this clause in order to pay itself the amount hereinafter fixed as agreed and liquidated damages.

12. In order to assist the Company to maintain the appearance of the area, of which the demised premises form a part and of the buildings to be erected thereon the Lessee undertakes to submit for approval the plan of the building to be erected by him to the planning committee to be appointed by the Company or to any other authorized committee and the Lessee hereby agrees that the provisions of the Town Planning Ordinance in so far as they are applicable to Tel-Aviv shall be deemed to be applicable to the demised premises.

13. The Lessee or his assigns shall pay and discharge as from the date hereof all rates, taxes and assessments whatever payable in respect of the demised premises by the Government, the Local Council, Local Committee or by any other government or public institution, and in the event of the Lessee failing to pay the same within six calendar months from the date of payment the Company shall be entitled to pay same on the Lessee's account and he shall be obliged to repay the same forthwith to the Company together with interest thereon at the rate of 9% per annum.

14. In the event of the Lessee failing to pay any of the instalments on the dates of payment herein fixed or any other debts arising out of these presents he shall be liable to pay in respect of such arrears interest at the rate of 9% per annum. In case of such failure continuing 60 days, the same shall constitute a breach of this agreement on the part of the Lessee. In the event of such failure of payment taking place after the Registration of the deed of lease in the Land Registry Office, as aforesaid, then the leasehold interest of the Lessee, and all the buildings erected and all the trees planted and all improvements made on the demised premises by the Lessee shall be a first charge in favour of the Company to secure the payment of such arrears as aforesaid, and the said charge in favour of the Company shall be prior to any mortgage of the said leasehold interest, buildings, trees and improvements which the Lessee may execute.

15. The Lessee undertakes within one year from date of signing this agreement to afforest one-third of the area of said plot with diverse trees. In the event of the Lessee failing to plant such trees within one year as aforesaid or to care for them the Company shall be entitled to do the same for the account of the Lessee in order that the general plan of the Company for the development of Nathanya may not be prejudiced by such an omission. Provided the Company shall not spend more than.....Palestine Pounds (LP) in so doing and the Lessee undertakes to hand the Company on the first demand promissory notes for the sum expended by it for such purpose, said promissory notes to be made payable in three (3) equal instalments during a period of three (3) years.

16. The Company shall be entitled at any time that it desires so to do to transfer to the Lessee title of ownership (by a title deed) of the demised premises in lieu of the leasehold interest, and the Lessee shall within 30 days of mailing by the Company of a simple letter containing such notice attend at the Land Registry and execute all the necessary deeds and in particular deeds of sale in order to give effect to the transfer and take transfer by way of purchase of the demised premises and to pay the Company in addition to all the sums payable by the Lessee to the Company as hereinbefore provided the sum of LP provided that the Lessee shall give the Company seven days prior notice of the day on which he will attend at the Land Registry to take transfer as aforesaid.

17. On the expiration of the term of the lease herein agreed upon either on the _____ day of _____, except in or before the _____ day of _____, except in the event of the Company having sold to the Lessee the demised premises as aforesaid the Lessee shall deliver up to the Company in good and tenantable repair and condition the demised premises together with all buildings, trees, improvements, pipes, machinery and other fittings which may have been erected, installed, planted and built by the Lessee on the demised premises during the term of the lease with the exception of engines and machinery which can be removed without damaging the demised premises and the buildings thereon.

18. The Lessee hereby agrees that he shall not be entitled to any compensation or payment in respect of any property existing on the demised premises at the time the same are delivered up whether or not the same be property such as the Lessee is obliged to leave on the demised premises in accordance with clause 17 hereof.

19. In the event of any of the parties hereto committing a breach of this agreement or of any part thereof, the defaulting party shall be liable to pay the other party the sum of £_____ as agreed and liquidated damages.

20. The parties hereby agree that the Courts of Jaffa and Tel-Aviv shall have exclusive jurisdiction in all matters relating to these presents, and the said deed of sublease or arising thereout.

21. The parties hereto hereby waive the right to receive notarial notices or protests, and it is agreed that all notices to be sent under these presents to the Company shall be addressed to the registered office of the Company, and that all notices to be sent under these presents to the Lessee shall be addressed to _____

23. The terms of the "Company" and the "Lessee" shall include their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands at _____ this _____ day of _____ 193_____

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Resume of the case of the land
claimed by Khadijeh & Rafika Barkawi
at Um Khaled Village.

As shown on folios 1 & 2 of Tulkarem Land
Registry file No.65/26 the Turkish registration of
the property was as follows:

No.35 August 1313, Salah Ahmad Hamdan	3/24 shares	
No.70 August 1321, Saleh Abd El Ra'im and Mohd. sons of Saleh Hamdan	9/24	"
No.8 August 1307, Abd El Latif & Abd El Kader sons of Ismail Birkawi	5/24	"
No.15 May 1309, Khader Ikab Birkawi	7/24	"

Registered area: 1481 donums.

Category: Khalil El Rahman Mazbout Wakf.

A/ Registered bounded: Road, El Walha, Zahrat
El Balata and Birket Abdalla.

Village: Umkhaled; Locality: Bashiteh.

The documents of the Land Registry file showed
that the 12/24 shares of Abd El Latif, Abd El Kadir and Khader
Ikab were partitioned from old and that they represented an
area of 2215 donums 1502 ziraas and composed of five parcels
shown on the plan attached to file 65/26.

The late Yusef Eff. Thabet, Sub Inspector of Lands,
seems to have visited the land and under a report No.12
dated 18/12/26 which is attached to Tulkarem file No.65/26.

In his letter No.4803/4 dated 24/1/27 the
Director of Lands authorised the registration of four
parcels in the names of applicants and the 5th in the
name of H.E. the High Commissioner as State Domain.

The computation on the plan shows that the
area of the State Domain is 245 donums 170.52 sq. pica.

The registration formality of the remaining
12/24 shares and their equivalent in land is shown in
Tulkarem Land Registry file No.212/29 and the authority
of the Director of Lands in file No.9708.

Complainants Khadijeh and Rafika & sisters
are heirs of Khader Ikab and their complaint seems to
be about the 245 donums and 175 ziraas while the area
mentioned in their complaint seems to include the parcel
taken from the other ~~parcels~~ and declared State Domain
(See R.9708) file No.212/29, though the Deeds of file
No.212/29 do not show that complainants are interested.

STINE
NMEN

D/Tul/106- 4040

167
DEPARTMENT OF LAND REGISTRATION
P.O.B. 356
Jerusalem.

3 MAY 1935

Sir,

I have the honour to refer
to your letter of the 1st of May, 1935
on the subject of the lease of D/Tul/106
and to inform you that the Draft Assignment
has been submitted to Government for approval.

I have scrutinized the standard form
of the sub-lease submitted by you and
desire to inform you that this standard form
is approved provided that any variation what-
soever must be submitted to me for prior
approval.

I have the honour to be

Sir

Your obedient servant.

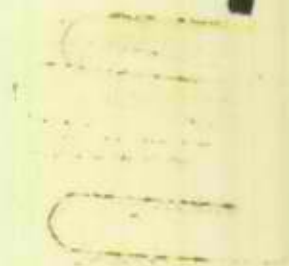
(Sgd) M. DOUKHAN

DIRECTOR OF LAND
REGISTRATION

The Manager
Hanotaiah Ltd.,
P.O.B. 18
Tel-Aviv.

N.





D/Tul/106 - 3784



DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM
E 1 MAY 1935

Dear Mr. Sperling,

I enclose herewith the original lease for
the land at Um Kaled leased to Hanotaiah Ltd.
as requested in your letter of the 11th April,
1935.

The jacket on the outside is marked
"duplicate " but is an exact replica and was stamped
at the same time as the original lease.

No doubt this will serve your
purpose

Yours Sincerely,

W. S. W. May

Mr. Sperling,
Chief Secretary's Office,
Government Offices,
Jerusalem.

Dear John.

*The attached has is returned to
you with many thanks*

*Yours
O. Sperling*

*Mr. John Bendat
Dir. of Land Registration*

15/5/35

166

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

HANOTIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
תבת דאר 18-טלפונים: 1240, 1241
סוכנויות ומשרדים במרכזי היהדות

Head Office:

HANOTIAH Bldg, ALLENBY RD. 130
TEL-AVIV, PALESTINE
P.O. Box 18 — Phones: 1240, 1241
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המקן המרכזי: הנוטע תל-אביב
Cable Address: Hanotiah Tel-Aviv

TEL-AVIV, 1st May, 1935.

תל-אביב

13/18-2439

Director of Lands,
P.O.B. 356,
Jerusalem.



Dear Sir,

We beg to refer you to your letter of the 19.2.1935 No. D/Tul/106-1549 and our reply thereto of the 20.2.1935 No. 13/18-1096 and enquire whether any progress has been made by your Department in respect of the assignment and the form of Sub-lease.

We shall be thankful for your early reply on the matter.

Sincerely yours,

HANOTIAH LIMITED

I. Kinnammi

2/Tul/106 - 3784

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DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM

Dear Mr. Sperling,

I enclose herewith the original lease for
the land at Um Kaled leased to Hanotaiah Ltd.
as requested in your letter of the 11th April,
1935.

The jacket on the outside is marked
"duplicate " but is an exact replica and was stamped
at the same time as the original lease.

No doubt this will serve your
purpose

Yours Sincerely,

Ulu

Mr. Sperling,
Chief Secretary's Office,
Government Offices,
Jerusalem.

TLR/16/32- 511

16-2
Registrar of Lands,
Tulkarm.
20th April 1935.

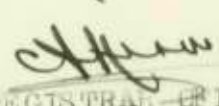
Director of Land Registration
Jerusalem.

GOVERNMENT OF PALESTINE	
DIRECTOR OF LAND REGISTRATION	
23 APR. 1935	
File No.	Serial 5,016
HEADQUARTERS JERUSALEM	

SUBJECT: -Land of Um Khalid 161

REFERENCE : -Your letter No.
D/Tul/106-3304
dated 13 Apr. 1935.

1. File No. 65/26 and not 63/26 as stated in your above letter, is attached herewith.
2. Extracts of registration in respect of the four parcels are enclosed herewith.
3. Please note that Extract marked No. "I" is in respect of the property in whole before concluding Parcellation.
4. Extract marked "2-4" as well as "5&6" are in respect of the respective parcels as they exist at present.
5. Extracts marked "7-9" have been parcellated into 30 parcels most of which sold to different purchasers.
6. Extracts marked "10 & 11" have been also parcellated into 36 parcels most of which were transferred to different purchasers.
7. v Kindly advise as to whether extracts of the parcellation and subsequent entries mentioned in para 5 & 6 above are also requested or otherwise.


REGISTRAR OF LANDS.

AH/RK.

Copy to File No. 65/26.

Government of Palestine

In case of reply
please quote the
date of this letter
and the following
number:

L/1/33

Urgent.

Chief Secretary's Office,
Jerusalem.

11th April, 1935.

GOVERNMENT OF PALESTINE	
DIRECTOR OF LAND REGISTRATION	
2 APR 1935	
File No.	Serial 4637
HEADQUARTERS JERUSALEM	

Dear May

With reference to your letter D/L/106-8715
of the 8th October, 1934, on the subject of the lease
signed by the Stanotariak Limited, may we have
again the original lease, which was returned to
you on the 16th October?

As regards your letter N.D./Haifa/173-2236
of the 11th March, ~~may I please~~ is there any
hope of getting a copy of the deed in question.

Yours sincerely

C. J. Sperling

Dear Sir
I am sorry
but I have
not the
original

Is there any
hope of getting
a copy of the
deed in question?

Original in 12/1/35
7/14

23/4
23/4

13 APR 1935

D/Tul/106-

Registrar of Lands,
Tulkarm.

Subject:- Land of Um Khalid.

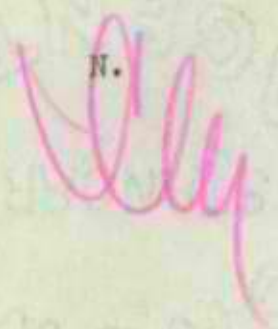
Reference:- My letter No.D/Tul/106-246
of the 9th of January, 1935.

Please return your file No.63/26.

2. My letter to you No.R.4803/4
of the 24th of January, 1927 authorised
registration of four parcels. I should be glad
if you would send to me extracts of those
registrations and of any subsequent registrations
affecting these four parcels.

(Sd/-) J. H. STUBBS

DIRECTOR OF LAND
REGISTRATION.

N.


C.S.

I regret the delay in submitting the Deeds of Assignment. This delay has been due to difficulties in the preparation of the plan shewing the partition between Pardess Hagdud and the Nathanya Sea Shore Development Company. I now enclose in duplicate two Deeds of Assignment which have been revised on the lines of the Deed of Assignment for the Imperial Chemical Industries Limited, forwarded with your letter No. L/141/34 of the 19th of February, 1935.

RADI N STUBBS

DIRECTOR OF LAND
REGISTRATION.

4.4.35.



COPY

C.S(s file L/1/33

Director of Lands

With referencet to your letter at folio(34)
a form of assignment is submitted for signature
by the parties concerned and endorsement on the original
lease.

16p 10.

TLR/549/33- 385

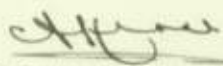
160
Registrar of Lands,
Tulkarm.
21st, March, 1935.

Director of Land Registration,
Jerusalem.

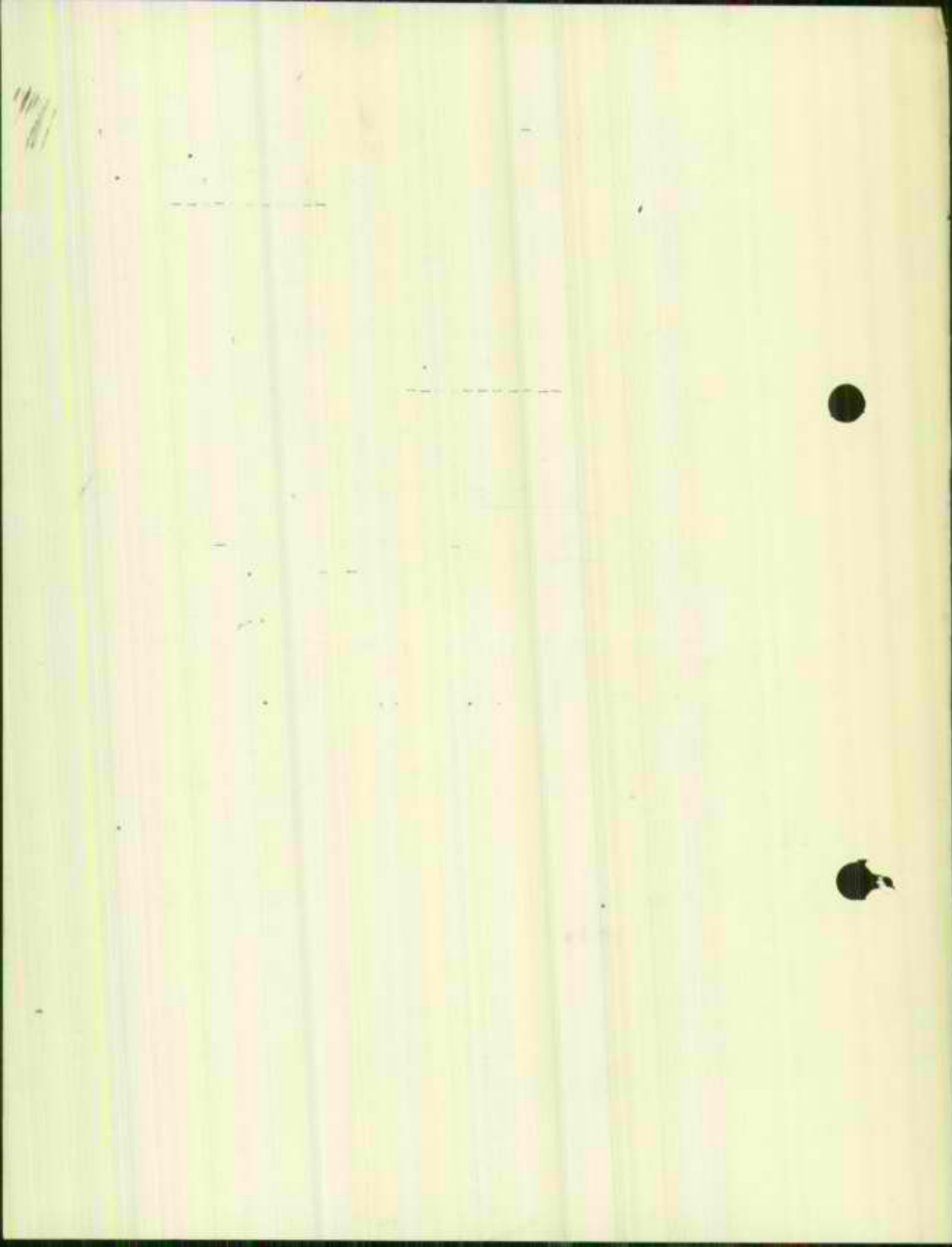
Subject:- Um Khaled.

Reference:- Your D/Tul/106-2537
of 19-3-1935. 157

The file and plans were forwarded
to you on 18.3.1935., please.

158

REGISTRAR OF LANDS.

AH/ET.



D/Tul/106- 379

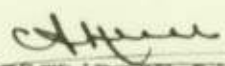
159
Registrar of Lands,
Tulkarm.
20th, March, 1935.

Director of Land Registration,
Jerusalem.

Subject:- Um Khaled lands.

Reference:- Your letter No. D/Tul/106
of 18-3-1935.

I beg to enclose certified Extracts
showing the original and subsequent registra-
tion of the property registered in the name of
His Excellency the High Commissioner, please.


REGISTRAR OF LANDS.

AH/ET.

549/33- 175

Registrar of Lands,
Tulkarm.
18th, March, 1935.

Director of Land Registration,
Jerusalem.

Subject:- Lease of Hanotaiah Ltd-Um Khaled

Reference:- Your letter No. D/Tul/106-1663
of 25.2.1935.

The plans have been returned from the
Survey Department duly ammended.

The boundaries of the land have been
indicated on the ground, and the actual total
area of the plot appeared to be 219 dunoms and
469 sq. metres and not 225.236 dunoms.

The reason of the discrepancy is explai-
ned by the Surveyor on Fol. 82.

The registration of Parcellation in the
name of High Commissioner, subject to the deed
of Lease to Hanotaiah has been effected in accor-
dance of the particulars shown on LR. 27 (Fol.87)
Error is regretted.

File is returned for reconsideration and
further instructions, please.


REGISTRAR OF LANDS.

AH/ET.

157
D/Tul/106 - 2537

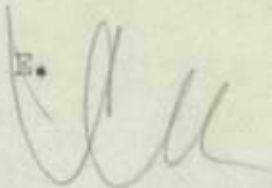
Registrar of Lands,
Tulkarm.

Subject:- Um Khalid.

Reference:- Your TLR/549/35 of
23.2.35.

Please expedite the submission of
this plan.

DIRECTOR OF LAND
REGISTRATION.

E.


STANDARD

4 CENTS

STANDARD

4 CENTS

P
G

D/Tul/106 - 2473

156

18 MAR 1935

Registrar of Lands,
Tulkarm.

Subject:- Um Khaled Lands.

A petition has been received in which a reference is made to a registration in the name of the High Commissioner under Deed No. 477/34. I should be glad if you would send to me without delay, an extract of this entry.

DIRECTOR OF LAND
REGISTRATION.

E.



TLR/549/35. 279

154
Registrar of Lands,
Tulkarm.
23rd February 1935.

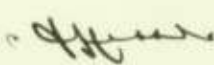
Director of Lands,
Jerusalem.

153
Subject:- Um Khalid.

Reference:- D/Tul/106-1663 of
22.2.1935.

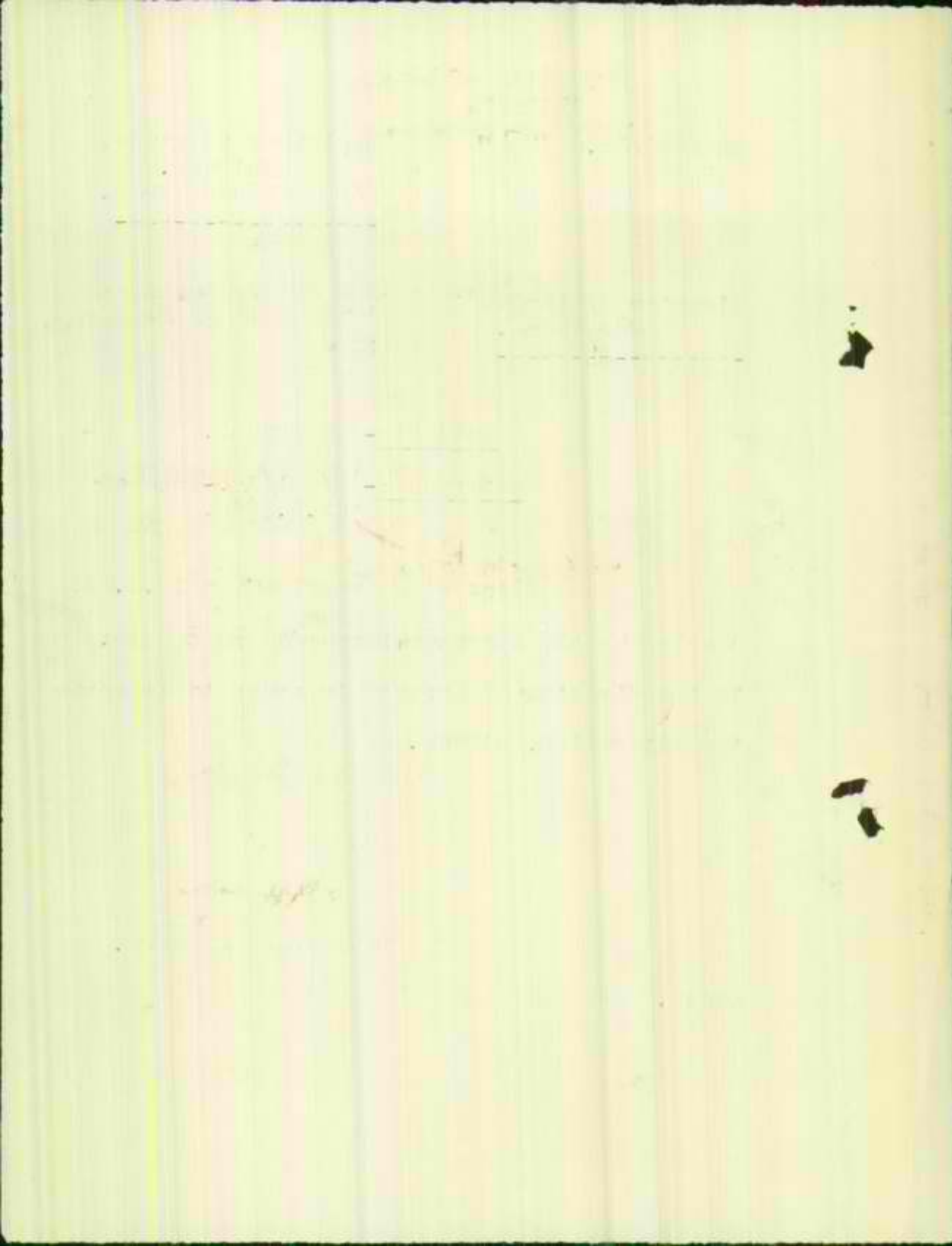
Plans were received on 16.2.35.

checked by the Surveyor & forwarded on the 19th
to the director of surveys in order to approve
the alteration, please.



REGISTRAR OF LANDS.

AH/AN.



D/Tul/106- 1663

153

Registrar of Lands,
Tulkarm.

Subject:- Um Khalid.

Reference:- Your letter No. 549/34
of the 11th of February,
1935.

I am informed by Hanotaiah Ltd.,
that the plans were returned to you on
the 15th of February, 1935.

DIRECTOR OF LANDS.

H.



152

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

HANOTIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
תנת דאר 18-טלפונים: 1240, 1241
טוכנויות ומשרדים במרכזי היהדות

Head Office:

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TEL-AVIV, PALESTINE
P.O. Box 18 — Phones: 1240, 1241
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המזן המברקי: הנוטע תל-אביב
Cable Address: Hanotiah Tel-Aviv

13/18 - 1096

TEL AVIV, 20th February 1935. תל-אביב



Director of Lands,
P.O.B. 356,
Jerusalem.

Sir,

In reply to your letter of the 19th inst. No. D/Tul/106-1549, we would state that the plan of the area which is responsible for the delay in completing the assignment has been returned to the Registrar of Lands Tulkarm on the 15th inst. bearing the required amendments.

We would be thankful if you will be good enough to give your immediate attention to the matter in question so as to expedite the completion of the assignment.

Yours faithfully,

HANOTIAH LIMITED.

O. Ben-Ami

B/SA.

D/Tul/106 - 1549

18 FEB 1935

Gentlemen,

I have the honour to refer to your letter No. 13/18-649 of the 30th of January, 1935, and to inform you that the delay in completing the assignment has been due to discrepancies found in the plans of the two areas into which the land is being divided.

I am informed by the Registrar of Lands, Tulkarm, that the plans were returned to your Company for amendment on the 11th of February, 1935.

I have the honour to be,

Gentlemen,

Your obedient servant,

S. M. DOUGHAM,

DIRECTOR OF LANDS.

Hanotaiah Ltd.,
P.O.B. 18,
Tel-Aviv.

E.



TIR/549/33- 219

150
Registrar of Lands,
Tulkarm.
11 th February 1935.

Director of Lands,
Jerusalem.

2055
1219
Subject :- Um Khalid

Reference :- Your letter No.D/Tul/106-
of 5.2.1935. -----

The delay in submitting of the plans is regretted.

The cause of the delay is due to the fact that the southern and northern boundaries shown in the new plan do not coincide with those shown on the old one, the Lessees have been informed of the discrepancy and were asked to amend accordingly.

Mr. Kulman, Surveyor of the Hanotaiah Ltd., inspected the land again on 20.11.34 and returned the plan to this office on 24.1.1935 together with an explanation by the Hanotaiah Ltd. showing reasons of the discrepancy.

On 25/1/35, I passed the plans and the letter of explanation, to Rushdy Eff. Jayusi, who was engaged in Survey transactions in Acre District.

On 9.1.1935 Mr. Jayusi returned back from Acre and checked the plans and found out that the registration of the adjoining land from the South is based on an approved map and that the lines shown on this map does not coincide, with those prepared by Mr. Kulman.

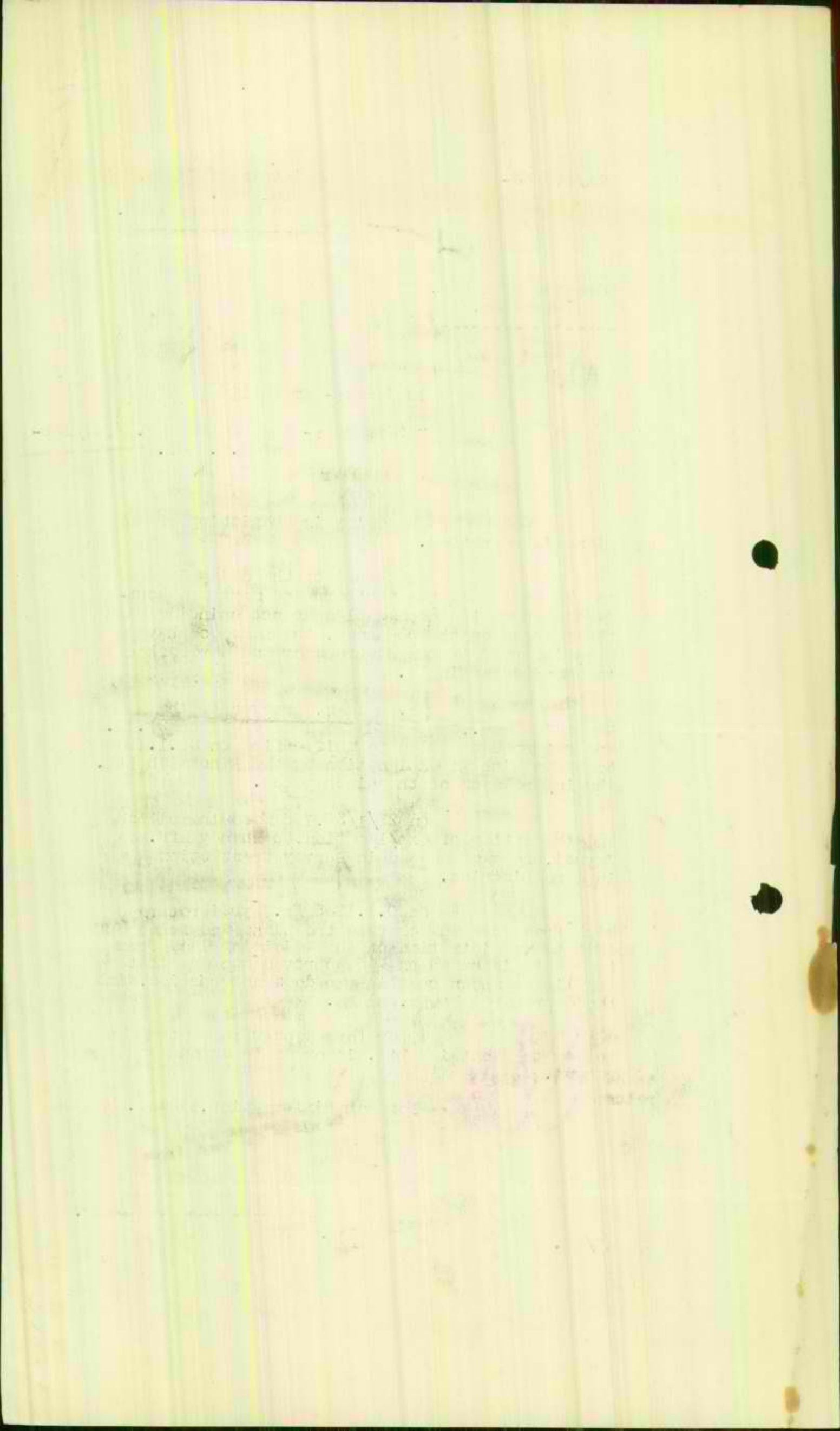
Therefore maps were sent again to day to Hanotaiah Ltd. in order to amend and return.

For your information, please.

[Signature]
REGISTRAR OF LANDS.

AH/RK.

*Reply to
Hanotaiah Ltd.
Done to survey of
plan 11/2/35*



D/Tul/106 - 11⁰⁶

149

52 FEB 1935

U R G E N T

Registrar of Lands,
Tulkarm.

Subject:- Um Khalid.

Reference:- My letter No.D/Tul/106-
247 of the 9th of January,
1935.

I am still awaiting the submission of the plan. The Lessees are complaining of the delay in the assignment, and I should be glad if you would report, without delay, the reasons why the approved plan has not been sent to me.

DIRECTOR OF LANDS.

E.



148

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים
HANOTAIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המסר הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
חבת דאר 18-טלפונים: 1240, 1241
סוכנויות ומשרדים במרכז היהדות

Head Office:
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TEL-AVIV, PALESTINE
P.O. Box 18 — Phones: 1240, 1241
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:
בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בע"מ מונבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:
The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המסן המברי: הנוטע תל-אביב
Cable Address: Hanotaiah Tel-Aviv

13/18-649

TEL-AVIV, 30th January 1935 תל-אביב

Director of Lands,
P.O.B. 356,
Jerusalem.



Sir,

We beg to refer to your letter of the 21st. December 1934 concerning the assignment of lease to the Nathanya Sea Shore Development Co. Ltd. and inquire whether the Deed of Assignment and the form of sub-lease are completed, as we are desirous to have the matter in question completed at the earliest.

Yours faithfully,

HANOTAIAH LIMITED.

O. Ben-Ammi

B/SA.

D/Tul/106- 246

9 - JAN 1935

Registrar of Lands,
Tulkarm.

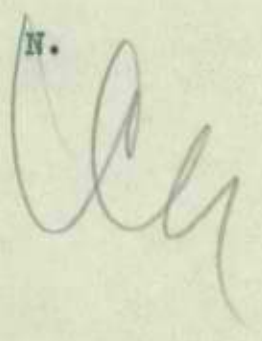
Subject: Um Khalid Land.

Reference: Your letter No.212/29 of
the 12th of November, 1934.

I return your files No.65/26 and
212/29.

(Sgd.) Cecil L. Harwood

DIRECTOR OF LANDS

N.


D/Tul/106-247

9 - JAN 1935

Registrar of Lands,
Tulkarm.

Subject:- Um Khalid.

Reference:-,Your letter No.549/33
of the 18th of December,
1934.

I am still awaiting the submission
of the plan.

(Sgd) Cecil I. HAYDON

DIRECTOR OF LANDS.

N.


14 JAN 1935

Assistant District Commissioner,
Samaria.

Subject:- Land at Um Khalid
Village.

Reference:- Your letter No. T/80/6
of the 2nd of November,
1934.

I regret the delay in replying to
your letter but I have had some difficulty
in ascertaining the exact nature of the
complaint. The facts are set out in the
following paragraphs :

1. The complainants are heirs of a
share-holder in certain land in Um Khalid
Village registered in the Turkish books with
an area of 1481 dunums. An inspection of the
land and an examination of the kushan shewed
that the boundaries claimed were indefinite.
One boundary was given as Birket Abdullah.
This Birket did not exist and the boundary
on this site consisted of waste lands, in
this instance, sand dunes.
2. The claimants as a whole were therefore
granted kushans in respect of an area of 1970
dunums and the remainder namely 245 dunums
was registered as State Domain, and included in
the area leased to Hanotaiah, Ltd.,
3. The reference to 500 dunums
taken by Government is misleading. It seems that
the petitioners have included an area which was
excluded from the share of an adjoining
parcel belonging to another set of registered
owners. They had no interest in this latter
share in any case;

I am satisfied that the complainants
have no case, and if they desire to persist
in their claim they should be instructed to
apply in the usual manner for permission
to institute an action.

Edw. H. DOWNHAM

DIRECTOR OF LANDS.

N.

TIR/549/33.-1807

143
Registrar of Lands.
Tulkarm.
18th, December, 1934.

Director of Lands,
Jerusalem.



Subject:-Lease of Hanotiah Ltd.

Reference:-Your letter No. D/TUL/106-
11445 of 17.12.1934.

I have arranged and prepared a new plan of the whole site and as soon as it is approved by the Director of Lands, I shall forward for your consideration and instructions.

[Signature]
REGISTRAR OF LANDS.

AH/ET.

הנוטע בע"מ חברה להתישבות והנהלת פרדסים

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OF THE WORLD

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המקן המרכזי: הנוטע תל-אביב
Cable Address: Hanotiah Tel-Aviv



TEL-AVIV, 13th December 1934, תל-אביב.

Director of Lands,
Jerusalem.

Sir,

We note with regret that no reply has, as yet, reached us to our enquiry of the 27th ultimo and our interview with Mr. Doukhan Acting Director of Lands, concerning the assignment of the lease to the Nathanya Sea-Shore Development Co. Ltd. and the inclusion in the original lease of an additional area.

We would be thankful if you would kindly favour us with a reply.

Yours faithfully

M. Husehins

HANOTIAH, LIMITED.

*Mr. Husehins
My return is the
transaction delayed.*

B/SA.

20/12

D/Tul/106 - 11445

141
17 DEC 1934

Registrar of Lands,
Tulkarm.

Subject:- Lease of Hanotiah Limited.

Reference:- My D/Tul/106-9963 of the
12th November, 1934.

I should be glad if you
would reply at once to my letter
D/Tul/106 of the 27th of September,
1934.

[Signature]
DIRECTOR OF LANDS.

E.
[Signature]

31/12

140

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

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TEL-AVIV, PALESTINE
P.O.Box 18-Phones: 1240, 1241
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

No. 13/6/6751.

TEL-AVIV, November 27, 1934. תל-אביב.

בנקים:
בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

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Cable Address: Hanotiah Tel-Aviv

Director of Lands,
P.O.B. 356,
Jerusalem.

D/Lul/106

Sir,

We beg to refer you to our interview with Mr. Dukhan, held on the 5/9/34, concerning the assignment of the lease of Government sand dunes held by us to the Nathanya Sea Shore Development Co. Ltd. and the inclusion in the original lease of an additional area of 43 donams 861 squ. metres, and inquire whether any progress has been made in respect of the matter in question.

Yours faithfully

HANOTIAH LIMITED

J. Ben-Ami

EB:TH

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139

TLR/212/29 ~ 158/ Registrar of Lands,

Tulkarm.
12th November 1934.

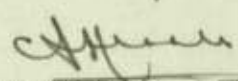
Director of Lands,
Jerusalem.

Subject :- Um-Khalid. 137

Reference :- Your letter No.
D/Tul/106-9885-
of 8.11.1934.



In compliance with your
instructions I beg to forward herewith
this Office files Nos. 25/26 and 212/29,
please.


REGISTRAR OF LANDS.

AH/RK.

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:--

D/tul/106

9963

URGENT

2nd Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

2 NOV 1934

To Registrar of Lands,

Tulkarm.

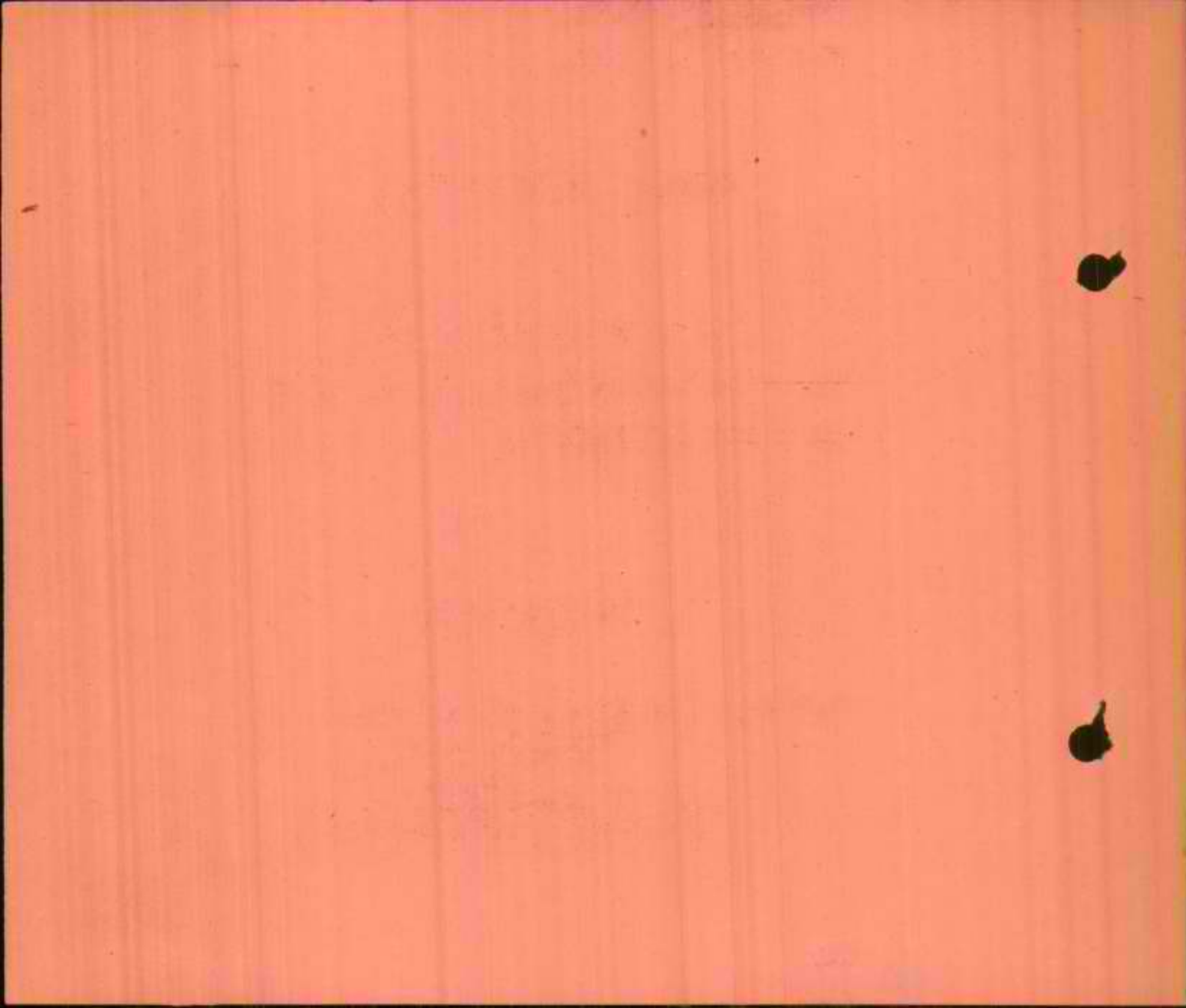
Will you please reply to this Office Letter No. D/tul/106-8304

dated 27th September, 1934.

Subject :- Lease of Hanotaiah Limited.

26.11.34

Director of Lands



D/FUL/106- 9885

137

3 - NOV 1934

Registrar of Lands,
Tulkarm.

Subject:- Um Khalid Land.

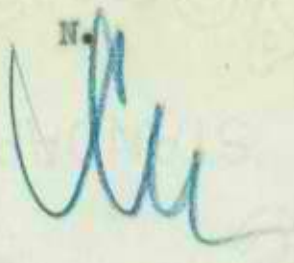
I should be glad if you would
send to me without delay, your two files
No. 212/29 and No.65/26.

(Sd/- Cecil J. Harman)

DIRECTOR OF LANDS.

Copy to: Asst. District Commissioner,
Samarra.
District Offices,
Nablus.
(Ref. his letter No. T/80/6
of the 2nd of November, 1934).

N.



136
GOVERNMENT OF PALESTINE.

DISTRICT OFFICES.
NABLUS.

In reply please quote
Ref. No. T/80/6

4761

2nd. November, 1934.

Director of Lands,
Jerusalem



I should be grateful to receive
your observations on the attached petition addressed
to His Excellency the Officer Administering the
Government by certain persons of Um Khaled.

ASSISTANT DISTRICT COMMISSIONER
SAMARIA,

Copy to:- District Officer, Tulkarm

COPY.

TulKarm 13th Sept. 1934

H.E. The Officer Administering the Govt.
Jerusalem

Thro' the District Officer,
TulKarm Sub District TulKarm.

Petitioners:- Khadijeh Iqab Barkawi, Rafika and
Subject:- sisters - Ard Birket Abdulla of
Um Khalid.

Excellency,

In 1927, we, petitioners, agreed on the sale of our lands of "Birket Abdullah" of Um Khalid village to one called "El Habbab" and have agreed to effect that sale either to him in person or to his attorney within a fixed period. We undertook furthermore, to pay a large sum of money in the sort of liquidated damages ~~of~~ in case of breach of contract. When the transaction of sale was ready for conclusion, the Dept. of lands through its representative appropriated an area of about 500 Dunums, thus excluding them from the already prepared plan. This appropriation by the said Dept. was based upon an allegation that these lands are public, although they are legally within the boundaries as set up in our well established Kushans. We being under the tenure of the a/m contract, did not object, to this appropriation on the spot and remained silent waiting land settlement to prove ownership.

To our great surprise, now and only now we understand that the Government has hired this whole large area to the Jews.

Our humble submission in the circumstance, therefore is that the Government is neither entitled nor justified to dispose of this property for the following grounds.

1. The mere appropriation of the land by the Dept. of lands without sanction from a competent court does in no way raise a presumption as to ownership.
2. Our non-objection to appropriation on its occurrence, due to our obligation in contract, does by no means deprive us of our plain legal rights. This view is being supported by the simplest rules of law.
3. The appropriated lands are legibly included in our Kushans.
4. The enclosed Mazbatas being signed by Mukhtars and notables of a number of villages on the one hand and tenants in said lands on the other hand, expressly testifies our adverse possession and lawful ownership.

We would point out however, that the a/m lands are made up of two categories. The smallest part being sand dunes, having been formed by way of wind blowing and stormy weather and the largest remaining part being quite cultivable and fertile land. Under the provisions of the Land Code the Government is entitled to "Badl Misl" in such a case, for the 1st category (Sandy dunes) only and nothing else, and we are ready to pay this "Badl Misl" whatever might be its value.

U.S. Department of Agriculture
Washington, D.C.

Mr. [Name] [Address]
[City] [State] [Zip]

Dear Sir:
[Name] [Address]
[City] [State] [Zip]

I am writing to you regarding the [Topic] [Subject] [Matter].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

I am sure that the Government has [Action] [Policy] [Measure].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

I am sure that the Government has [Action] [Policy] [Measure].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

I am sure that the Government has [Action] [Policy] [Measure].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

I am sure that the Government has [Action] [Policy] [Measure].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

I am sure that the Government has [Action] [Policy] [Measure].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

I am sure that the Government has [Action] [Policy] [Measure].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

I am sure that the Government has [Action] [Policy] [Measure].
[Detailed paragraph of text, mostly illegible due to bleed-through and fading.]

In view of these circumstances and the fact that we are helpless and defenceless and whereas the giving of the a/m lands on lease to the Jews deprive us of our lawful rights and make us loose a principal source of maintenance, thus exposing us to great hardships; we therefore ultimately come to Your Excellency beseeching justice and requesting that Your Excellency as endowed with noble feelings and inclination to philanthropy, may use your discretion in stopping the a/m lease or at least granting us Your Excellency's consent to raise an action to the competent court in order to prove our ownership as the Crown actions Ordinance demands.

Hoping that it will meet with Your Excellency's kind approval.

We have the honour to be

Your Excellency's

obedient servant.

Thumb prints of Rashika, Khadijeh,
Rafika, Maryam, and Farideh

(Sgd) Ismail Barkawi
Abdel Qader Barkawi
Mohd. Ikab Barqawi.

YBM.

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135
GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/106 - 9271

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

To Registrar of Lands,
Tulkarm

Will you please reply to this Office Letter No. D/Tul/106 - 8304
dated 27th September, 1934

Subject: Lease of Hanotiah Limited

Director of Lands

11499

132

GOVERNMENT OF PALESTINE.

In reply please quote

No. 754/13/1-2

DISTRICT COMMISSIONER'S OFFICES
NORTHERN DISTRICT
HAIFADirector of Lands,
Jerusalem.

129

Subject:- Adjudication of Stamp Duty.
Reference:- Your D/Tul/106-8305 of 27.9.34.

I forward herewith for information and
action form F.79 showing the adjudication of the
Stamp Commissioners upon the document (attached)
referred to in your above quoted letter.

OR B. Darmi
DISTRICT COMMISSIONER.

D/Tul/106-

8715

8 - OCT 1934

Chief Secretary

Subject:- Assignment of lease by
Hanotaiah Limited to
Nathaniya Sea Shore
Development Company.

Reference:- Your letter No.L/1/33
of the 5th of October,
1934.

I enclose herewith the original
lease signed by Hanotaiah Limited.

S. J. R. DODDRAH.

ACTING DIRECTOR OF LANDS.

N.

8/11

Government of Palestine

In case of reply
please quote the
date of this letter
and the following
number:

L/1/33.

Chief Secretary's Office,
Jerusalem,

Palestine.

5 October, 1934.



Director of Lands.

Subject :- Assignment of lease
by Hanotaiah Limited
to Nathaniya Sea Shore
Development Company.

Reference:- Your letter No. D/TUL/
106- 8173 of the 21st
September, 1934. ¹²⁶

I am directed to request that
you will forward the original lease
referred to in the concluding paragraph
of your letter.

Lea Lawrence

ACTING CHIEF SECRETARY.

Director of Labor.

My dear Sir: - I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the matter of the

Employment of the - Your letter of the 10th inst. is hereby acknowledged.

I am directed to inform you that

you will find the original letter of the 10th inst. in the enclosed copy of your letter.

Very truly yours,
J. H. [Signature]
[Stamp]

District Commissioner,
Northern District,
Haifa.

Subject:- Adjudication of Stamp
Duties.

Messrs Mamotiah Limited, a
lessee of certain Government land in
Tulkarm, is completing, with the consent of
Government, the assignment of the lease
to two other parties. The deeds of assignment
will be entered on the lease in due course
and presented for stamping, but in the
meantime the assignor has entered into an
agreement with one of the assignees (Pardess
Hagdud Incorporated) in respect of an area of
11 1/2 dunums. A copy of the agreement is attached.

2. This document was filed with
the Land Registrar, Tulkarm, but was
not stamped under the provisions of the Stamp
Duty Ordinance. In my opinion this document
is an agreement to assign and should therefore
be stamped with a fifty mile adhesive stamp
in accordance with item 1 of the Schedule of
Fees.

Regul. 445

Sh. D. Ord. 1927

3. I should be grateful if you would
request the Stamp Duty Commissioners to
adjudicate on this point and at the same time
ask that, having regard to the fact that
the actual Deed of Assignment will be presented
for stamping when completed, any penalty for
non-payment of duty on this subsidiary
agreement may be remitted.

4. Please return the agreement in due
course.

ACTING DIRECTOR OF LANDS.

Copy to:- Registrar of Lands,
Tulkarm.

AGENTS
STANDARD
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5303

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D/TUL/106-

8304

27 SEP 1934

Registrar of Lands,
Tulkarm.

Subject:- Lease of Hanotaiah
Limited.

Reference:- Your file No.549/33

The documents in your file purporting to be Deeds of Assignment are, in fact, agreements to assign, inasmuch as no assignment can be made without the signature of the Lessor. The actual deed of assignment will be made on the lease. In the meantime you will have received a copy of my letter No.D/Tul/106 of the 21st of September 1934 to the District Commissioner, Northern District, Haifa, with regard to the omission to stamp the agreement, but I should be glad if you would submit a report explaining why you accepted the document unstamped.

2. The plan prepared by the assignor does not seem to be correct as the total area does not agree with the plan attached to the lease. I enclose the original tracing of the plan of this parcel(Survey No.C/39/31(A)) which please return in due course, in order that you may call on the parties concerned to indicate on the ground the exact boundaries of the parcel to be assigned. The boundary should be transferred to the plan and the exact areas calculated. If the total area is not 225.236 dunums the surveyor should be asked to explain the discrepancy. The area mentioned in the next paragraph of this letter will require amendment if the area to be assigned to Pardess Hagdud is not 114.084 dunums or if the total area of the plot is not 225.236 dunums.

3. With regard to the registration you should :-

- a) Vacate the recently made registration of the assignment to Pardess Hagdud Incorporated (Um Khalid Vol.3 Fol.125).
- b) Partition parcel A in the original Lease(area 225.326 registered under Deed No.45/27 and 28.2.27) into two parcels one for 114.084 dunums and one for 111.242 dunums.

STANDARD
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Both of these parcels should be registered in the name of the High Commissioner and both shown as leased to Hontaiah Limited. Extracts of the new registration should be sent to me at once.

4. I will then complete the assignment and will instruct you in due course as to the manner of registering the new lease.

Your file No. 549/33 is attached and should be returned with your reply.

Please treat this matter as urgent.

M. H. DOUGLAS

ACTING DIRECTOR OF LANDS.

N. *[Signature]*

Telegram: „PHILJOSEPH“ Tel-Aviv

DR. PHILIP JOSEPH
BARRISTER-AT-LAW

SHIMON GRATCH
ADVOCATE

P.O.B. 395 TEL. 133
NINE, ROTHSCHILD BOULEVARD
TEL-AVIV, PALESTINE

ד"ר פיליפ יוסף

מחامي وكاتب عدل

شارع روتشيلد ٩

تلفون ١٣٣ ص.ب. ٣٩٥

تل ابيب

PHILIP JOSEPH LL.B., PH.D.

ADVOCATE, NOTARY PUBLIC
BARRISTER-AT-LAW



127
ד"ר פיליפ יוסף

עורך-דין - נוטריון

ד"ר פיליפ יוסף

עורך-דין

שמעון גראטש

עורך-דין

ח.ד. 395 טלפון 133

שורות רוטשילד 9

תל-אביב

September 21st, 1934

Acting Director of Lands
Department of Lands
P.O.B. 356
J E R U S A L E M

125
Re: Your No. D/TUL/106-8058

Sir:

I have the honour to acknowledge receipt of your letter of September 18th, 1934, re the Fardess Hagdud, Inc., Hanotaiah Ltd. and the Nathanya Sea Shore Development Company Ltd.

On September 20th I had the pleasure of discussing the aforesaid matter with your Mr. Horton, who informed me of the dispatch of the aforesaid letter advising me that it would not be necessary for me to appear on the 25th of September.

I shall be glad to hear from you further in connection with the above.

I have the honour to be,

Sir,

Your obedient servant,

Philip Joseph

PJ:BS

STIN
NME

124

Telegrams: „PHIL JOSEPH“ Tel-Aviv

DR. PHILIP JOSEPH
BARRISTER-AT-LAW

SHIMON GRATCH
ADVOCATE

P.O.B. 395 TEL. 133
NINE, ROTHSCHILD BOULEVARD
TEL-AVIV, PALESTINE

דكتور فليب يوسف

محامي وكاتب عدل

شارع روتشيلد ٩

تلفون ١٣٣ ص.ب. ٣٩٥

تل اييب

PHILIP JOSEPH LL.B., PH.D.
ADVOCATE, NOTARY PUBLIC
BARRISTER-AT-LAW

ד"ר פיליפ יוסף

עורך-דין - נוטריון



ד"ר פיליפ יוסף

עורך-דין

שמעון גראסס

עורך-דין

ת.ד. 395 סלמון 133

שדרות רוטשילד 9

תל-אביב

September 12th, 1934

The Director of Lands
P.O.B. 356
J E R U S A L E M

121

Re: Your No.D/Tul/106-7624

Sir:

I have the honour to acknowledge receipt of your letter of September 4th, 1934. I have taken note of the contents and would appreciate your kindness in informing when the parties should be present, as suggested in the above letter.

I have the honour to be,

Sir,

Your obedient servant,

[Handwritten signature]

PJ:BS

D/Tul/106 - 7624

SEP 1934

Sir,

I have the honour to refer to your letter of the 6th August, 1934, on the subject of the assignment of a lease of Government land by Messrs. Hanotiah Ltd. to Messrs. Pardess Hagdud Ltd. and to inform you that it has been proposed to the Lessee that its representative, together with representatives of both assignees should meet at my office in order to discuss the form of endorsement which must be made on the original lease.

Immediately this endorsement has been approved and signed by all parties, including the Lessor, I will inform the Treasurer of the terms of the assignment.

I have the honour to be,

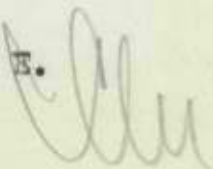
Sir,

Your obedient servant,

SMJ H. DOUKHAN,

ACTING DIRECTOR OF LANDS.

Dr. Philip Joseph L.L.B., P.H.D.,
Advocate,
P.O.B. 395,
Tel-Aviv.

E. 

STIN
NMEI

P
G

D/Tul/106 - 7563

1 SEP 1934

Sir,

I have the honour to refer to your letter No.13/6/4216 of the 23th of July, 1934, on the subject of the assignment of the lease at present held by your Company, partly to the Pardess Hagdud and partly to the Nathania Sea-Shore Development Company Ltd.

These assignments will be effected by endorsements on the original lease, and as each of the assignees will presumably require a copy, I should be glad if you would arrange for a copy of the lease in your possession to be made and certified before a Notary Public.

A draft form of assignment has been prepared and I suggest that the matter should be discussed with me at this office at a meeting at which a representative of your Company and of both the assignees should be present.

I should be glad if you would suggest a convenient date.

The original lease now in your possession and the certified copy should be brought to the meeting.

I have the honour to be,
Sir,
Your obedient servant,

ACTING DIRECTOR OF LANDS.

Mr. O. Ben Ammi,
Messrs. Hancotah Limited,
Tel-Aviv.

E.


Mr. D. D. D.

In order to complete the assign^{ments}~~ment~~ of the Hanotaiah lease all copies of the lease must be collected and the assign^{ments}~~ment~~ engrossed thereon. The plan will have to be marked so as to show the two areas.

One difficulty will arise because both assignees will require a copy of the lease. I suggest that the original lease should be given to the Nathanya Shashore Development Company as the holders of the ~~general~~^{larger} area and a certified true copy given to Pardess Hagdud. Pardess Hagdud will not only have to pay the Stamp Duty in respect of the assignment of ~~the lease~~^{its share} but also in respect of the certified true copy.

The wording of the assignment will have to be approved by the Chief Secretary but would I presume, run as follows:-

" In consideration of the sum of LP
" paid by (A) a Company registered in Palestine and
" having its registered office at to (B) a Company
" registered in Palestine etc the said (A) hereby transfers
" to the said (B) all that leasehold interest of the said
" (A) in and to the land described in the within lease dated
" day of 193..... in respect of the area of
" metric donums sq. metres as has now
" been registered in the Land Registry of in the Register
" of the Town of under folio No Vol and is
" clearly shown marked in yellow on the plan attached
" to and forming part of the original lease and the
" said (B) hereby accepts such transfer and undertake to
" abide by all the terms and conditions of the said lease

In witness whereof the said parties hereunto

Mr. D. D. D.
5/1/38
MS
20/8

" set their hands this....day of.....193.....

This form of the assignment will necessitate the partition of the land leased as the assignees will have to be registered separately.

The Deed of Assignment in the Land Registry file is an agreement between Hanotaiah and Pardess Hagdud and does not directly concern Government.

Indirectly however the question of the Stamp Duty arises as it is proposed that ~~the~~ actual assignment ^{made} will be / on the lease. This ~~document~~ is more correctly described as an agreement to assign.

The point is that, whether one regards it as an assignment or as an agreement to assign, it should have been stamped under the Stamp Duty Ordinance and in accordance with the provisions of the Ordinance it is the business of this Department to invite the attention of the Commissioners to the fact that it has not been stamped.

Do you wish this done?

A handwritten signature, possibly 'P', is written above the initials 'H.B.'.

File Memo

Notes on the position with regard to the Hanotaiah Lease.

There is a lease with Hanotaiah Limited in respect of three parcels and separately registered.

2. Hanotaiah Limited with our sanction have assigned to Pardess Hagdud an area of 114 donums as from the 16 of April, 1934.

3. The Deed of Assignment refers to a plan of the part assigned but no plan is attached to the Deed.

4. Three copies of the plan signed by the two parties and the assignment are in the Land Registry file. The plans are not identical with the plans attached to the lease nor have they been approved by the Director of Surveys.

5. The Deed of Assignment has not been stamped under the Stamp Duty Ordinance either ~~as~~ ^{an} agreement (i.e. if final assignment is to be made on lease) or as an assignment of lease.

6. The assignment has been registered in the Land Registry but no assignment has been endorsed on the lease nor has the Lessor(Government) formally approved the Deed of Assignment.

7. Pardess Hagdud have offered rent LP 5.750 which the Treasurer has placed on deposit.

8. The balance of the area leased is to be assigned to the Nathanyia Seashore Development Company Limited whose annual rental will be LP 46.810 mils.

9) There is a further area of about 40 donums which may be available for lease. It has been proposed if this area is available that it should be

448

5.750

included in the old lease with Hanotaiah
but this seems a matter of ~~the~~ convenience and
as the assignment must be carried out
as soon as possible, the additional area should be
the subject of a separate lease with the Nathanyaiah
Company.

10) Hanotaiah has paid rent up to the end
of June 1935. - *An adjustment is necessary in the course..*

Telegrams: „PHIL JOSEPH“ Tel Aviv

DR. PHILIP JOSEPH
BARRISTER-AT-LAW

SHIMON GRATCH
ADVOCATE

P.O.B. 395 TEL. 133
NINE, ROTHSCHILD BOULEVARD
TEL-AVIV, PALESTINE

דكتور فليب يوسف

محامي وكاتب عدل

شارع روتشيلد ٩

تلفون ١٣٣ ص.ب. ٣٩٥

تل اييب

PHILIP JOSEPH LL.B., PH.D.

ADVOCATE, NOTARY PUBLIC
BARRISTER-AT-LAW



August 6th, 1934

119
ד"ר פיליפ יוסף

עורך-דין - נוטריון

ד"ר פיליפ יוסף

עורך-דין

שמעון גראטש

עורך-דין

ת.ד. 395 טלפון 133

שורות רוטשילד 9

חל-אביב

The Director of Lands
JERUSALEM

Re: Pardess Hagdud
Your No.: D/Tul/106-6636

Sir:

I have the honour to acknowledge receipt of your letter dated August 3rd, 1934, and I am looking forward to your further communication in this matter.

I have the honour to be,

Sir,

Your obedient servant,

SR:BS

M. M. M. M. M.

P. Joseph
פ. יוסף

TLR/549/33 - 1241 "egistrar of Lands,
Tulkarm.
2 nd August 1934.

Director of Lands
Jerusalem.

Subject :- Afforestation
Nathanya Sand Dunes

Reference :- Your D/Tul/106-
6468 of 28.7.34

This office file No.549/33 is
forwarded for your information.

Lease
~~Sum~~ The assignment of a part of the
has been carried out vide your authority
No.D/Tul/106-2791 of 30.3.34(fol.11) please.

Alfian
REGISTRAR OF LANDS.

AH/RK.

Director of Bureau
Washington
2nd August 1961

Information for
the Bureau

Subject: - [illegible]
Reference: - [illegible]

Reference: - [illegible]
Date of [illegible]

This office has [illegible]

Forwarded for your information.

The [illegible] of [illegible]

It has been [illegible] but [illegible]

No. [illegible] of [illegible] please.

[Signature]
[illegible]
[illegible]

NOTE

3 AUG 1934

Sir,

I have the honour to refer
to your letter of the 9th of July,
1934, on the subject of the sub-lease
of Government land to your clients the
Pardess Hagdud Limited and to inform
you that I am in communication with
the Registrar of Lands, Tulkarm, on
this subject and that a further
communication will be forwarded to
you in due course.

I have the honour to be,

Sir,

Your obedient servant.

M. DOUKHAN

ACTING DIRECTOR OF LANDS.

Mr. Philip Joseph., L.L.B., ^{PH.}~~Adv.~~ D.,
Advocate,
P.O.B. 395,
Tel-Aviv.

N.

//6

Mr. Doukhan.

The question of the sub-lease to Pardess Hagdud seems to be getting more involved. The letter at (111) speaks of a sub-lease which has already been executed while the letter at (112) talks about an assignment already executed.

There is nothing in the file which shows either that the sub-lease or assignment was approved or that the Registrar was given authority to execute the assignment.

You will note that I have asked the Registrar to send us his file without delay.

In the meantime some reply is to be send to (111). ~~we~~ cannot say very much but we must explain the delay. Do you agree with the draft.?

yes
letter should go

P
28/7

Dispatch letter
to Mr. J. L. 114
on P. file
R.L.H.
3/8

D/Tul/106-

6468

Registrar of Lands,
Tulkarm.

Subject:- Afforestation Nathanya
Sand Dunes.

A letter has been received from the Pardess Hagdud in which reference is made to a sub-lease to that Company of land leased by Government to Hanotaiah Limited. The sub-lease appears to have been registered under Deed No. 479 on the 16th of April, 1934 in the Register of Um Khalid Volume No. 3 Folio No.125.

2. I cannot trace that this sub-lease was referred to this office and I should be glad if you would send me your file, without delay.

(Sgd) Cecil L. Horton

ACTING DIRECTOR OF LANDS.

N. *Chu.*

D/Tul/106

cc.

There is some confusion here. At.

will file, if it is available [I don't
think we should look it up].

I mention accordingly. & please

letter.

cc

original of D/Tul/106 '13/1

File with Mr. Atallah.

ff.

As it is Atallah return

23/1

Mr. Hartman

R.C.

Pl note

B23/1

Telegram: „PHILJOSEPH“ Tel-Aviv

DR. PHILIP JOSEPH
BARRISTER-AT-LAW

SHIMON GRATCH
ADVOCATE

P.O.B. 295 TEL. 133
NINE, ROTHSCHILD BOULEVARD
TEL-AVIV, PALESTINE

ד"ר פיליפ יוסף
محامي وكاتب عدل
شارع روتشيلد ٩
تلفون ١٣٣ س.ب. ٢٩٥
تل ابيب

PHILIP JOSEPH LL.B., PH.D.
ADVOCATE, NOTARY PUBLIC
BARRISTER-AT-LAW

12 Jul 1934

ד"ר פיליפ יוסף
עורכדין - נוטריון

ד"ר פיליפ יוסף
עורכדין

שמעון גראטש
עורכדין

ח.ד. 295 טלפון 133
שדורח רוטשילד 9
חל-אביב

July 9th, 1934.

Director of Lands
JERUSALEM



Sir:

I have the honour to address you on behalf of the Pardess Hagdud, Inc., who are sub-lessees of an area of 114.084 dunams registered under deed No.479 on April 16th, 1934, Land Registry of Tul Karm and the register of Um Khalid Vol.III Folio 125, and who under the terms of that deed of lease executed before the Land Registry, Tul Karm, on April 16th, 1934, were obliged to pay rental to the Government at the rate of fifty Palestine mils per dunam.

On July 1st, 1934, I forwarded to the Government the sum of £P.5.750 in respect of the said rental and received from the Treasury Department an acknowledgment thereof under letter No.406 dated July 5th, 1934, together with a receipt No.29880

The Treasurer has requested me to communicate with you with respect to the aforesaid in order to clear this matter up. I would appreciate your kindness in advising me whether the matter is in order.

I have the honour to be,

Sir,

Your obedient servant

Philip Joseph

406



110
27 July 1934
5th July, 1934.

Sir,

I have the honour to acknowledge receipt of your letter dated 1st July, 1934, forwarding postal money orders for the sum of £P.5.750, and to transmit herewith my receipt No.29880 of to-day's date for the amount which I have placed in a temporary deposit account.

2. Since I am not aware of the terms of the sub-lease stated to have been granted to your clients the Pardess Hagdud Inc. in respect of 114.084 dunums of land at Um Khaled or of the incidence of liability thereunder, I have to request that, in order to clear the matter up, you will be so good as to address yourself to the Director, Department of Lands, to whom I am sending a copy of this letter.

I have the honour to be,

Sir,

Your obedient servant,

ACTING TREASURER.

Dr. Philip Joseph,
Barrister-at-Law,
P. O. B. 395,
Tel - A v i v .

Copy to Director of Lands. ✓

5 JUL 1934

Gentlemen,

I have the honour to refer to your letter No.13/6/3231 of the 10th of June, 1934, on the subject of the assigning of lease to the Nathanya Sea-Shore Company Limited and to inform you that Government has approved, in principle, to the assigning by your Company of the whole of the area demised under its lease from Government to the Nathanya Sea-Shore Development Company and the subsequent sub-lease by the second Company of 116 metric donums to Pardess Hagdud provided that the prior approval of Government to the sub-lease is obtained. =

2. In your letter of the 16th of May, 1934, No.13/6/2758 you have raised the question of the inclusion in the original lease of an additional area of 43 donums 861 sq. metres. I am examining this proposal and if Government decides to include this parcel, the necessary endorsement on the lease will be made at the time of endorsement of the assignment.

3. I understand that the plan of the area subsequently to be sub leased to Pardess Hagdud is now being prepared by you.

4. A copy of the proposed sub-lease should be forwarded to this office in due course.

I have the honour to be,
Gentlement,
Your obedient servant.

Yours faithfully,
M. H. BOTTEN.

ACTING DIRECTOR OF LANDS.

Hanotaiiah Limited,
P.O.B.18,
Tel-Aviv.

N.

PALE
OVER

ENT

הנוטע בע"מ חברה להתישבות והנהלת פרדסים

HANOTAIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

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תל-אביב, ארץ ישראל
טלפון 670 - חבת דאר 18
סוכנויות ומשרדים במרכזי היהדות

Head Office:

HANOTAIAH Bldg. ALLENBY RD. 130

TEL-AVIV, PALESTINE

P. O. Box 18 - Phone 670

AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:

בנק אנגלו-פלשתינה בע"מ תל-אביב
בנק פארסיס בע"מ תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.

Barclays Bank (D. C. & O.) T.A.

Bnei-Benjamin Bank Ltd. Tel-Aviv

המקן המנהל: הנוטע תל-אביב

Cable Address: Hanotaiah Tel-Aviv

No. 13/6/3231

Director of Lands,
Jerusalem.

Sir,



June 10, 1934.

תל-אביב.

With reference to your letter of the 17th of March, whereby you notify us that any approval contained in your letter No. D/Tul/106 of the 8th of March, 1934, is provisional, and is subject to confirmation in due course by Government, we shall ask you to kindly inform us whether such a confirmation has been obtained and if not, when is such a confirmation to be expected.

Yours faithfully

HANOTAIAH LIMITED

O. Ben-Ammi

EB:TH

*B.F.
Mr. Ben-Ammi*

Mr. Fishman

*Will you pl at your next
visit at Jaffa interview
Mr. Ammi at his office
and find out exactly
what do they require?
MB 12/6*

107

הנוטע בע"מ

HANOTIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המסרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
טבת דאר 18 - טלפון 670
סוכנויות ומשרדים במרכזי היהדות

Head Office:
HANOTIAH Bldg. ALLENBY RD. 130
TEL-AVIV, PALESTINE
P. O. Box 18 - Phone 670
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:
בנק אנגלו-פלשתינה בע"מ תל-אביב
בנקים בנק בערבות מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:
The Anglo-Palestine Bank Ltd. T.A.
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Bnei-Benjamin Bank Ltd. Tel-Aviv

המקן המרכזי: הנוטע תל-אביב
Cable Address: Hanotiah Tel-Aviv

No. 13/6/3229

June 10, 1934.
TEL-AVIV,

תל-אביב.

Director of Lands,
Jerusalem.

Sir,

We would refer you to our letter
of the 16th ultimo, relating to the
incorporation of an additional area
in the leasehold land held by this
company, and ask you to please fa-
vour us with a reply.

Yours faithfully

HANOTIAH LIMITED

O. Ben Ammi

EB:TH

THE NATIONAL BUREAU OF STANDARDS
WASHINGTON, D. C. 20540

1415

EXTRA STRONG

MADE IN AUSTRIA

MADE IN AUSTRIA

1415

GOVERNMENT OF PALESTINE.

106

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS.

DEPARTMENT OF AGRICULTURE & FORESTS,
JERUSALEM,

PALESTINE.

24th May 1934.

In your reply please quote

No. Ag! F/10/8/5-995

Telephone :—No. 1022, JERUSALEM.

Subject. Afforestation of Nathanya
Sand Dunes.

REFERENCE: Your letter D/Tul/106-8477
dated 24th October, 1933,
addressed to District Officer,
Tulkarm, copy to me.



DIRECTOR OF LANDS.

I am in receipt of the scheme suggested
by the Hanotaiah Ltd. for the settlement and
afforestation of the lands leased by them in
Nathanya.

The Senior Forest Officer has inspected
the site on the 13th January, 1934, and I attach
his report.

I also enclose copy of a letter dated
7th March, 1934, received from the Hanotaih
Company on the subject.

W. H. H. H.
DIRECTOR OF AGRICULTURE
AND FORESTS.

Mr. H. H. H. H.
Full remarks pl.

27/5/34.

A/D of Lands.

*It seems to me that the Lessee complied
with the provisions of para IV of the Agreement.
What further action should be taken pl.*

2/6/34.

Deputy Director.

On 13.1.34 I visited the sand dunes leased to Natanya Colony by the Government, with a view to inspecting the plantations and nurseries.

Two years ago 116 dunams of sand dunes were planted with *Acacia Cyanophylla* and *Tamarix* and *Eucalyptus*. The trees were planted far apart, watered a few times during the first summer and each tree was supported by a tree guard. The plantation of this area, situated in the North of the lease land, was very expensive but unsuccessful; the majority of the trees died and the surviving trees have not developed well. There are wild carob trees and saris growing there. Replanting of this area and care to the natural vegetation was suggested.

A belt of eucalyptus about ten metres wide and a mile long was planted on the western side of the dunes. These were well watered through the summer and are growing well.

Other small plantations, pinus, acacia and eucalyptus were attempted in different places but did not succeed.

Nursery. In the nursery they have raised besides citrus trees a fair number of forest trees for planting mainly on the sand dunes.

Eucalyptus	-	about	50,000
Pinus Halepensis			14,000
Acacia cyanophylla			25,000
			89,000
Cypress for avenues			120,000
Acacia farnesiana			200,000

It is intended to plant most of the 89,000 plants on the dunes this year and to propagate a greater number next year.

An attempt will be made also to raise castor beans on the sands.

(Sgd) A. J. Grasovsky.

SENIOR FOREST OFFICER.

19.1.34.

HANOTIAH LTD. COLONISERS AND ORANGE GROVE PLANTERS.

No.13/6/1368.

Tel-Aviv, 7.3.1934.

Director of Agriculture,
Jerusalem.

Subject :- Afforestation of Nathanya
Sand Dunes.

Sir,

With regard to the above project, we herewith have the pleasure to furnish you with a parcellation map, drawn up by Mr. C.N. Holliday, indicating the places most suitable for afforestation. These are the dotted spots marked with Capital "A" on the above-mentioned plan.

You will note that on our main boulevard, which stretches from North to South of the entire place not less than 14 metres in width, is also being planted with all kinds of decorative trees, such as Tamarix, Acacia, Longifolia, pines, Casuarinas, Cypressess, Eucalyptus, Carob (St. John's Bread) etc., etc.

We are commencing this year with a part of these plantations with the object of acquainting ourselves with the varieties which will do best under Nathanya conditions, In addition to that one third of every plot is to be planted out during the coming three years.

At the same time we are in the course of preparing a considerable nursery stock of the above-mentioned and other varieties which, we hope, will enable us to practically terminate the plantation during the next planting season.

Yours faithfully,

HANOTIAH LIMITED.

(Sgd) O. Ben-Ammi.

P.S. The boundaries of the sand dunes are marked in blue pencil.

Encl:1 map.

105

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

HANOTAIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
טלפון 670 - דאר 18
סוכנויות ומשרדים במרכזי היהדות

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בנקים:

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ברקליס בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המסן המברקי: הנוטע תל-אביב
Cable Address: Hanotaiah Tel-Aviv

No. 13/6/2758



תל-אביב.

Director of Lands,
Jerusalem.

Subject: Leasehold land, situated at
Nathanya and held by this
Company.

Sir,

We desire to call your kind attention to the fact that the area of land as delineated on the enclosed map which is an integral part of our development scheme has not been included in the agreement of lease entered into between Government and ourselves of the 5th of July, 1932.

This area which measures 43 dunams and 861 squ. metres, and adjoins the demised property, known as parcel C has been unintentionally omitted from the agreement of lease.

We therefore, apply to you to kindly incorporate this area in the said agreement of lease in accordance with the conditions and terms contained therein.

Yours faithfully

HANOTAIAH LIMITED

O. Ben-Ammi

*Mr Madros
+ Mr Levin
Full remarks pl.
18/5/34.*

EB:TH
Encl. 1

TLR/543/33 - 824

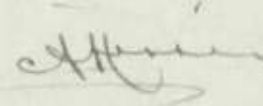


Director of Lands,
Jerusalem.

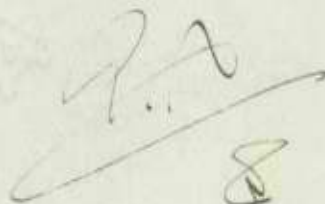
Subject :- State Domain in Um Khalid

Reference :- Your D/Tul/106-3751 -of
5/5/1934.

I beg to acknowledge with thanks
receipt of the original copy\ of the deed of Lease
No.125/34 relating to My File No.549/33, please.


REGISTRAR OF LANDS.

MR/RK.


16/5/34.

D/TUL/106- 3751

1009
DEPARTMENT OF LANDS
P.O.B. 356
Jerusalem.

5 MAY 1934

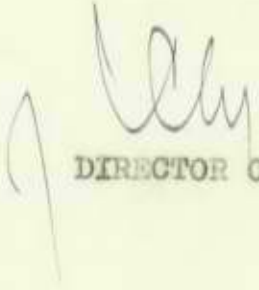
Registrar of Lands,
Tulkarm.

Subject:- State Domain Um
Khalid.

Reference: Your TLR/549/1933
of the 26.4.34

The original copy of the agreement
of lease is enclosed herewith, it was
retained in this office by an oversight.

Kindly acknowledge receipt.


DIRECTOR OF LANDS.

N

99

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

HANOIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
תבת דאר 18 - טלפון 670
סוכנויות ומשרדים במרכזי היהדות

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TEL-AVIV, PALESTINE

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ברקליס בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

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Barclays Bank (D. C. & O.) T.A.

Bnei-Benjamin Bank Ltd. Tel-Aviv

המקן המרכזי: הנוטע תל-אביב

Cable Address: Hanoiah Tel-Aviv

No. 15/1/2404

30.4.1934
TEL-AVIV,

תל-אביב.

Mr. J. N. Stubbs,
Director of Lands,
P.O.B. 356,
Jerusalem.



Dear Sir:

You were duly kind enough to promise me to provide me with information with regard to the approval of the assignment of our lease with Government, to the Nathanya Sea Shore Developmen Co. Ltd. and the approval of the parcellation of the area. I shall, therefore, be very grateful indeed, if you will kindly inform me of the progress made in respect thereof.

Yours very faithfully

O. Ben Ammi

O. Ben Ammi

*see
Have this attached to
M!*

EB:TH

STIN
NITS
RME

PA
GC

L.R. 5/19/1933 - 732



Registrar of Lands
Jerusalem
26th. April. 1934

Director of Lands,
Jerusalem.

Subject:- State Domain - Ham Khalil
Reference:- Your letter No. Jul/106-2791
of 30.3.1934.

In para 3 of your above quoted letter you state that:-

"The original copy of the lease is returned herewith etc."

Kindly note that no copy of the deed of Lease was attached to your said letter, please.

Henry
Registrar of Lands.

D/Tul/106- 2791

30 MAR 1934

Registrar of Lands,
Tulkarm.

Subject:-State Domain-Um Khalid.

Reference:-Your letter No.TLR/549/33
of the 7th of December,1933.

I have no objection to the proposed assignment by the Hanotaiah Ltd to Pardess Hagdud Inc.

2. Applicant should make a plan for registration purposes, which should agree with the plan kept in the original agreement of lease and the area to be sub-leased should be shown thereon.

--- 3. The original copy of the lease is returned herewith and I shall be glad if you would acknowledge receipt.

--- 4. Your file No.549/33 is returned herewith.

DIRECTOR OF LANDS.

C.S. 12/1/33

authenticity

26/1/33

PA

N

78
Government of Palestine

In case of reply
please quote the
date of this letter
and the following
number:

L/1/33.



Chief Secretary's Office,
Jerusalem,
Palestine.

29 March, 1934.

Director of Lands.

Subject : Assignment of lease by
Hanotaiah Limited to
Nathaniya Sea shore
Development Company.

Reference: Your letter No.D/Tul/106-
2498 of the 21st March, 1934.

I am directed to inform you that
no objection is held in principle to the
assignment by Hanotaiah Limited of the whole
of the area demised ^{under} its lease from Government
to the Nathaniya Sea-Shore Development Company,
and the subsequent sublease by the second
Company of 116 metric dunums to Pardess Hagdud
provided that the prior approval of Government
to the sublease is obtained.

h/ *Geo. Lunnell*
CHIEF SECRETARY.

Notes in connection with the
Hanottaiah lands transferred to which
reference is made in papers 70 and onward.

---xox---

Whom did Mr. Machnes see (letter at 77)

2. Chief Secretary's letter 176 refers to the
exclusion of 116 donums to be assigned to
Pardess Hagdud but the plan submitted by the
Company at 72 includes the whole area leased.

3. The area on this plan indicated in red
as being the area effected by the lease
does not correspond with the plans upon
which the lease is based.

This has been shown in blue. The
Director is of the opinion that we are not
concerned with the actual town planning
the approval will merely be to sub-lease
all the land covered by the lease itself.

4. With regard to 71. This Department
is not concerned with the parcellation
scheme it is merely concerned with the
question of the sub-lease.

Government of Palestine

83

In case of reply
please quote the
date of this letter
and the following
number:

L/1/33.

Chief Secretary's Office,
Jerusalem,
Palestine.



March, 1934.

Director of Lands.

Subject : Assignment by Hanotaiish
Limited of the lease of
part of the sand dunes near
Nathanya to Pardess Hagdud
Inc.

Reference: My No. L/1/33 of the 26th
January, 1933.

I am directed to enquire how
this matter now stands.

W. Martin

J. Jacobs
ACTING CHIEF SECRETARY.

82
D/Tul/106 - 2498

27 MAR 1934

Chief Secretary.

Subject:- Assignment of lease by
Hanotaiah Limited to
Nathaniya Sea shore
Development Company.

Reference:- Your letter No. L/1/33
of the 27th of January,
1934, to Mr. B. Joseph.

With reference to paragraph 4 of
your above quoted letter, Messrs. Hanotaiah
Limited have now informed me that they
desire the whole of the area to be assigned
to the Nathaniya Sea Shore Company Limited
and that the latter Company proposes to
sub-lease (not assign) the area of ~~116~~ metric
donums to Pardess Hagdud Limited.

~~W. A. BOURKE~~
DIRECTOR OF LANDS.

E.
[Signature]

D/Tul/106- 2515

17 MAR 1934

Sir
Gentlemen,

I have the honour to refer to your letter No.13/6/14 of the 19th of March, 1934, on the subject of the assignment of lease to the Nathanya Sea Shore Development Company Limited, and to invite your attention to the fact that any approval contained in my letter No.D/Tul/106 of the 8th of March, 1934 is provisional and is subject to confirmation in due course by Government.

I have the honour to be,

Gentlemen,

Your obedient servant.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS.

Messrs Hanotaiah Ltd.,
P.O.B.18,
Tel-Aviv.

N.

PALE
COVER



80

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

HANOTAIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
תבת דאר 18 - טלפון 670
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AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:

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ברקליס בנק בערבון מוגבל תל-אביב
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BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המקן המרכזי: הנוטע תל-אביב
Cable Address: Hanotaiah Tel-Aviv

No. 13/6/1934

TEL-AVIV,

19.3.1934

תל-אביב.



Director of Lands,
P.O.B. 356,
Jerusalem.

Dear Sir:

We desire to acknowledge with thanks receipt of your letter dated the 8th inst. wherein you inform us of your consent to the parcellation and the assignment of our lease to the Nathanya Sea Shore Development Co. Ltd.

2. We are, at present, preparing a draft standard form of sub-lease, which will be submitted to you, for consideration and approval.

3. With regard to the assignment to the Pardes Hagdud Inc., we desire that same should be included in the assignment of the Head Lease to the Nathanya Sea Shore Development Co. Ltd. and as soon as the sub-lease form is approved by you, the former will obtain their share of the sand dunes as a sub-lease from the latter company, subject to the terms contained therein.

Yours faithfully

HANOTAIAH LIMITED

O. Ben-Ammi

EB:TH

RECEIVED
HAWAIIAN LEO COLONIAL & ORANGE GROVE PLANTERS
EIGHT HUNDRED THIRTY-THREE

27.00

1000

A. S. ...
DEINUS

1000

D/Tul/106- 2062

8 MAR 1934

Gentlemen,

I have the honour to refer to the correspondence between yourself and this Department ending with your letter No. 13/6/1250 of the 27th of February, 1934, on the subject of the assignment of your lease with Government to the Nathaniya Sea Shore Development Company and the subsequent approval of the parcellation and sub-lease of the area.

2. In the first place I would observe that this Department has no objection to the actual parcellation, provided that the boundary marks of the Government land leased to your Company are maintained. With regard to the sub-leases I am prepared, in principle, to recommend to Government that the power of sub-leasing should be granted to the Company provided that a standard form of sub-lease, duly approved by Government, is used, and in this connection I would suggest that you should prepare and submit to me a draft standard form of sub-lease for consideration. If a standard form of sub-lease is adopted, individual leases need not be submitted as long as the standard form is not amended in any way and Government reserves the right within the terms of the head lease, to withhold its consent in special cases.

3. With regard to the assignment of the Head Lease to the Nathaniya Sea Shore Development Company I am prepared, in principle, to recommend that such an assignment should be allowed, but I would point out that you have already applied for an assignment to the Pardess Hagdud Incorporated in respect of an area of 116.687 metric donums and should be glad to learn how this affects your present proposals.

I have the honour to be,
Gentlemen,
Your obedient servant.

(Sgd) J. N. STUBBS

DIRECTOR OF LANDS

Messrs Hanotaiah Ltd.,
P.O.B. 18
Tel-Aviv.

24132-300 000-24

הנוטע בע"מ

HANOTAI AH LTD. COLONISERS & ORANGE GROVE PLANTERS

המסרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
טלפון 670 - תבת דואר 18
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Head Office:

HANOTAI AH Bldg. ALLENBY RD. 130

TEL-AVIV, PALESTINE

P. O. Box 18 - Phone 670

AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

No. 13/6/1250

TEL-AVIV, 27.2.1934

תל-אביב,

בנקים:
בנק אנגלו-פלסטינה בע"מ תל-אביב
בנקים בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

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Bnei-Benjamin Bank Ltd. Tel-Aviv

המסרד הראשי: הנוטע תל-אביב

Cable Address: Hanotai Ah Tel-Aviv

Director of Lands,
Jerusalem.

Yours: D/Tul/106.



Sir,

In reply to your letter of the 24th inst., whereby you bring our attention to the omission of enclosing the plan in our earlier letter, we desire to inform you that Mr. Moshe Machnes, who called on your office, has clarified the matter in question.

We sincerely hope that your fullest attention is being given to the contents of our letters.

Respectfully yours,

HANOTAI AH LIMITED

J. H. Ammi

EB:TH

ON HIS MAJESTY'S SERVICE.

Gen 5

PALESTINE GOVERNMENT
ECONOMY.

FASTEN
OPEN

Envelope by gumming this
Label across Flap.
by Cutting Label instead of
tearing Envelope.

7.33-Hat. P.

27/1/34

25/3

L/1/33.

27 January, 1934.

Sir,

I am directed to refer to your letter of the 1st December, 1933, regarding an application for your clients Messrs. Hanotaiah Ltd. to assign its lease from Government of the Sand Dunes adjoining Nathanya Colony, to the Nathanya Sea Shore Development Company.

2. I am to inform you that Government has no objection in principle to the proposed assignment but is unable to accede to your request that the new Company should be relieved from the obligation to submit sub-leases to Government for prior approval.

Government is prepared however, to agree to a suitable standard printed form of sub-lease, provided that in all cases in which it is found necessary to depart from the standard printed form, the prior approval of Government is obtained.

Mr. Bernard Joseph,
Barrister-at-law,
P.O.Box 750,
Jerusalem.

3. The question of the standard form of sub-lease should be discussed with the Director, Department of Lands in the first place.

4. It is presumed that the area of 116.687 metric dunums to be assigned to Pardess Hagdud Incorporated Limited which forms the subject of the correspondence terminating with my letter to you No.L/1/33 of the 26th January, 1933, is to be excluded from the proposed assignment to the Nathanya Sea Shore Development Company.

I am, Sir,

Your obedient servant,

(Sgd) J. JACOBS

1
CHIEF SECRETARY.

Copy to: Director of Lands,
Reference his D/Tul/106 -
224 of 9.1.1934.

75

D/Tul/106- 1751

Gentlemen,

I have the honour to
acknowledge receipt of your letters of the
20th of February, 1934, numbers 13/6/1147 and
1148 on the subject of the assignment
to the Nathanya Sea Shore Development
Company and to inform you that the matter
is receiving attention.

I have the honour to be,
Gentlemen,
Your obedient servant.

(Sgd) Cecil L. Horvitz

DIRECTOR OF LANDS.

Hanotaiah Limited.,
P.O.B. 18,
Tel-Aviv.

N.
Uu

D/Tul/106- 1750

74

Gentlemen,

I have the honour to
acknowledge receipt of your letter No.
13/6/1146 of the 20th of February, 1934, and to
your further letter No.13/6/1153 of the
21st of February, 1934, on the subject of
the Nathanya Sand Dunes town plan and to
inform you that the plan to which reference
is made in your earlier letter was not
enclosed.

I have the honour to be,

Gentlemen,

Your obedient servant.

Handwritten signature
S. COHEN

DIRECTOR OF LANDS.

Messrs Hanotaiah Limited.,
P.O.B. 18,
Tel -Aviv.

N.

73

הנוטע בע"מ

HANOTAI AH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

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OF THE WORLD

No. 13/6/1153

TEL-AVIV, 21.2.1934

תל-אביב.

בנקים:
בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בערבון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המזן המברקי: הנוטע תל-אביב
Cable Address: Hanotai ah Tel-Aviv

Director of Lands,
Jerusalem.

Sir,

With further reference to our letter of the 20th inst., No. 13/6/1146, enclosing the parcellation map, we desire to call your attention to the fact that the area stretching along the coast is the leasehold land, the eastern boundary of which is marked by red pencil.

Yours faithfully

HANOTAI AH LIMITED

O. Ben-Ami

EB:TH



72

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

HANOTAIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

בית הנוטע, רח' אלנבי 130
תל-אביב, ארץ-ישראל
תבת דאר 18 - טלפון 670
סוכנויות ומשרדים במרכזי היהדות

Head Office:

HANOTAIAH Bldg. ALLENBY RD. 130
TEL-AVIV, PALESTINE
P. O. Box 18 - Phone 670
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בערדון מוגבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D.C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המקן המרכזי: הנוטע תל-אביב
Cable Address: Hanotaiiah Tel-Aviv

No. 13/6/1146

TEL-AVIV, 20.2.1934

תל-אביב,

Director of Lands,
Jerusalem.

2/Tul/106

Sir,

2/23

With regard to the agreement of lease entered into between Government and ourselves, relating to the Nathanya sand dunes, and dated July 5, 1932, we have the honour to draw your attention to the fact that a town plan of the demised area has been prepared for us by Mr. C. Holliday; we enclose a copy of that plan. We desire to proceed with a detailed parcellation of the demised area on the basis of that plan and attach a copy of the proposed parcellation scheme.

The Nathanya Sea Shore Development Co. Ltd., to whom we propose assigning our rights under the said agreement in conformity to our letter of even date addressed to you, desire to proceed forthwith in carrying out the parcellation scheme in order to be able to sublease some of the parcels and in this manner to expedite the development of the demised area.

Inasmuch as this parcellation will involve the Company in expenditure of close to LP 1000, we have the honour to apply for confirmation of Government that this parcellation scheme will be accepted by Government, as a basis for future subleases.

Yours very faithfully

HANOTAIAH LIMITED

O. Ben-Ami

BJ:TH

הנוטע בע"מ חברה להתישבות והנהלת פרדסים

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OF THE WORLD

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
ברקליס בנק בערכון מונבל תל-אביב
בנק בני-בנימין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D.C. & O.) T.A.
Bnei-Benjamin Bank Ltd. Tel-Aviv

המען המברקי: הנוטע תל-אביב
Cable Address: Hanotaiah Tel-Aviv

No. 13/6/1148

TEL-AVIV, 20.2.1934

תל-אביב

Director of Lands,
Jerusalem.

Sir,



Reference: Our letter of even date informing you of the proposed parcellation scheme of the Nathanya sand dunes leased by our Company.

Inasmuch as it is desired to proceed forthwith to enter into agreement with various persons to take subleases of parcels of the demised area in accordance with the parcellation scheme, in order, in this manner, to obtain considerable funds necessary for the proper development of the demised area, we should be grateful if Government would confirm that in principle it will raise no objections to proving under section "3" of the agreement of lease, subleases of parcels made in accordance with that parcellation scheme, provided due provision will be made for the carrying out of the undertakings of our Company towards Government.

It will be appreciated that it will be difficult to enter into subleases with a large number of people, on a business-like basis, without our Company receiving such an assurance.

Yours very faithfully

HANOTAIAH LIMITED

M. Madani O. Ben-Ammi

BJ:TH

70

הנוטע בע"מ

חברה להתישבות והנהלת פרדסים

HANOTIAH LTD. COLONISERS & ORANGE GROVE PLANTERS

המשרד הראשי:

בית הנוטע, רח' אלנבי 130
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סוכנויות ומשרדים במרכזי היהדות

Head Office:

HANOTIAH Bldg. ALLENBY RD. 130
TEL-AVIV, PALESTINE
P. O. Box 18 — Phone 670
AGENCIES & OFFICES IN THE PRINCIPAL CITIES
OF THE WORLD

בנקים:

בנק אנגלו-פלסטינה בע"מ תל-אביב
בנק פאריס בע"מ מונבל תל-אביב
בנק בריטניסין בע"מ תל-אביב

BANKERS:

The Anglo-Palestine Bank Ltd. T.A.
Barclays Bank (D. C. & O.) T.A.
Hani-Benjamin Bank Ltd. Tel-Aviv

המזן המברק: הנוטע תל-אביב
Cable Address: Hanotiah Tel-Aviv

No. 13/6/1147

TEL-AVIV, 20.2.1934

תל-אביב



Director of Lands,
Jerusalem.

Sir,

With regard to the agreement of lease relating to the Nathanya sand dunes executed by our Company and Government on July 5, 1932, we have the honour to apply for the authority of Government for assignment by us of our rights under the said agreement to the Nathanya Sea Shore Development Co. Ltd.

The Nathanya Sea Shore Development Co. Ltd., was organized by our company for the purpose of dealing exclusively with the development of the demised area in cooperation with the organization of the settlers in Nathanya colony. That company will undertake to carry out absolutely the undertaking of our company under that agreement.

We should be grateful if this approval will be given at an early date, as the company is anxious to commence the development of the demised area on a large scale without any delay.

Yours very faithfully

HANOTIAH LIMITED.

M. Ben-Ami

BJ:TH

Ref: The Linctus' enquiry in
connection ~~to~~ with the lease
by Haimoteah to Panderes Heydud.

-/ Mr Joseph being absent - Mr
Shapira of his office
has been informed of the
position.

Y.F.
24/1/04.

Seen
Wm
22/2

D/Tul/106 - 609

21 JAN 1934

Chief Secretary.

Subject:- Lease of land at Um Khaled
by Hanotaiah Ltd.

I have to refer to the telephone conversation between the Assistant Director of this Department and Mr. Jacobs of today's date and forward herewith, the original lease as requested.

2. I shall be glad if this may be returned as early as possible for ~~the~~ safe custody.

M. BOUHAJ

DIRECTOR OF LANDS.

W. H.
2/11

Nathaniel's
Colon,

State Woman
Ann Douber
was asked
by P.A. that
should leave
he sent to her
office.

64

Government of Palestine

Chief Secretary's Office,
Jerusalem,
Palestine.



2 January, 1934.

To Director of Lands.

I am directed to inquire whether a reply can now be sent to my letter

No. L/1/33 of 9th December, 1933, on the subject

66

of Assignment by Hanotaiah Ltd., of the lease in respect
of part of the Sand Dunes near Nathanya Colony to Pardess
Hagdud Inc.

S. MOODY
for CHIEF SECRETARY

Government of Palestine

Chief Secretary's Office,
Jerusalem,
Palestine.

Number L/1/33.

To Director of Lands,

9 December, 1933.



Reference to previous correspondence:

The undermentioned documents are forwarded herewith for

~~information~~
~~observations and~~
~~action~~ ~~retention~~
~~reference~~

2 for CHIEF SECRETARY

Subject Assignment by Hanotaiash Ltd. of the Lease in respect of part of the Sand Dunes near Nathanya Colony to Pardes Hagdud Inc.

Date	Reference No.	Description
1. 12. 33		Letter from Bernard Joseph, Esq., Jerusalem. A/B

Jerusalem 1st December, 1933.

The Chief Secretary.
Government of Palestine,
Jerusalem.

Sir,

I have the honour to address you in behalf of my clients Messrs. Hanotaiah Ltd., who hold a lease from Government of the Sand Dunes adjoining Nathanya Colony.

My clients have had a general development scheme of the demised area prepared by Mr. C. Holliday, F.R.I.B.A. and have, together with the Benai Benyamin Organization Association, incorporated a new Company known as the Nathanya Seashore Development Company, for the express purpose of developing ~~Company~~ the demised area.

My clients have the honour to apply for permission to be granted to them to assign to the Nathanya Sea Shore Development Company the lease with the Government.

Inasmuch as the new Company proposes in connection with its development scheme to sublet small parcels of land to settlers and in this manner to obtain part of the funds necessary for the proper development of the area and as it would be impossible in practice to find settlers to enter into agreements of sublease if the same would have to be submitted to Government for approval before they become effective, I have the honour to apply on behalf of my clients for consent of Government to modify the provision in the lease requiring the lessees to submit every sublease to Government for its prior approval. In my respectful submission, the Company, which will be investing many

thousands /

thousands of pounds in the development of the area, will itself be concerned to exercise the greatest care in the selection of sublessees.

I have etc.,

(Sgd) BERNARD JOSEPH.

Jerusalem 1st December, 1933.

The Chief Secretary.
Government of Palestine,
Jerusalem.

Sir,

I have the honour to address you in behalf of my clients Messrs. Hanotaiah Ltd., who hold a lease from Government of the Sand Dunes adjoining Nathanya Colony.

My clients have had a general development scheme of the demised area prepared by Mr. C. Holliday, F.R.I.B.A. and have, together with the Benai Benyamin Oranization Association, incorporated a new Company known as the Nathanya Seashore Development Company, for the express purpose of developing ~~Company~~ the demised area.

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thousands of pounds in the development of the area, will itself be concerned to exercise the greatest care in the selection of sublessees.

I have etc.,

(Sgd) BERNARD JOSEPH.

TLR/549/33-1821

Registrar of Lands,
Tulkarm.
7th December, 1933.

Director of Lands,
Jerusalem.



Subject :- State Domain- Um Khalid
lands.

Reference :- Attached file.

El-Bashitieh land measuring as 225 St. Dons, and 326 Sq.Mtrs.described in the extract of re-gistartion enclosed on fol.1 is entered in the name of his Excellency the High Commissioner for the time being in trust for the Government of Palestine.

2. The said property has been leased by Government , as per deed No.947 dated 1.11.332,to Hanotaiah Limited.

3. Dr. Bernard Joseph presented the application kept on fol.4 by which Hanotaiah Ltd. is applying to assign to Pardess Hagdud Inc. by sub-lease part of the property described above amounting to 116 St. Dons & 687 Sq.Mtrs. shown in the unofficial plan kept on fol. 6 a .

4. From the Chief Secretary's letter on fol.5 addressed to Mr.B.Joseph,it will appear to you that he has no objection to the proposed assignment by Hanotaiah Limited to Pardess Hagdud Inc.of 116 Dons. and 687 Sq.Mtrs. He requests however to indicate on the plan attached to the lease the exact area which is to be made the subject of the assignment .

however

On perusing the plan kept on fol.6a representing the area to be assigned by Hanotaiah , I noted that a remark is inserted therein by the surveyor who made it that it is not prepared for registration purposes.

5. I beg to state that both original & duplicate copies of the deed of lease executed between Government and Hanotaiah for the state Domain lands at Um Khalid have been forwarded to you by me under covering of my letters Nos.TLR/522/32-1338 of 22.11.32 and 522/32-86 of 17.1.1933 so that no deed of lease is now found in my file no.522/32. I shall therefore be glad if you may return to me the duplicate copy now in your possession.

I beg to forward herewith the file with enclosures for your perusal and instructions, please.

AS/RK.

REGISTRAR OF LANDS.

2477

In reply please quote
No. 11/176

P.O.B. 1
Tel. No. 11



DISTRICT OFFICES
TULKARM.

2.11.33.

Director of Lands,
Jerusalem. ✓

Subject:-Lease of State Domain at Um Khaled
to Hanotaiah Ltd.
Reference:-Your D/Tul/106 of 24.10.33.

I enclose herewith for information a copy of
a letter received from the Manager Hanotaiah Co.
Ltd. on the subject of afforestation of the State
Domain quoted under reference.

2. You will be notified of any further
informations on the subject when to hand.

HK/BM.


DISTRICT OFFICER

Copy to:-Director of Agric.

1771

THE ... OF ...
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COPY.

Hanotaiah Ltd. P.O.B.18 Tel Avi.

No.19/22/4652

Tel Aviv 1.11.33.

District Officer, TulKarm.

Subject:-Lease of State Domain Land at
Um Khaled

Sir,

With reference to your letter of the 26th ultimo, dealing with the above, we beg to inform you that we have come in touch with the Director of Agriculture, and as soon as we reach to an understanding regarding the afforestation scheme, we shall gladly communicate with you again.

Yours faithfully
Hanotaiah Ltd.
O.Ben-Ammi

2417
In reply please quote
No. 11/176

P.O.B. 1
Tel. No. 11



DISTRICT OFFICES
TULKARM.

63

26.10.33.

Sir,

Subject:-Lease of State Domain at
Um Khaled -
Reference:-Lease agreement dated 14.7.32
Section 5.

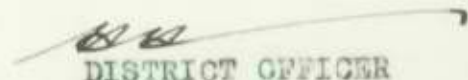
I shall be much obliged if you will act
in accordance with Section 5 of the agreement
quoted under reference by submitting a general
scheme for afforestation of the land to
the Director of Agriculture.

2. Kindly treat this matter as urgent.

I have the honour to be

Sir,

Your obedient servant.


DISTRICT OFFICER

✓
Mr. O. Ben Amal
The Hanotaiah Ltd.
P.O.B. 18
Tel Aviv.

Copy to:-Director of Lands ✓
Ref. his letter No.D/Tul/106 of 24.10.33
Director of Agric.

Office of the
Director

Washington, D. C.
April 10, 1918

Dear Sir:

I have the honor to acknowledge the receipt of your letter of the 4th inst.

and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Your obedient servant,

Very truly yours,
[Signature]

Enclosed for you are two copies of the report of the Committee on the subject of the proposed amendment to the Constitution.

I am, Sir, very respectfully,
Your obedient servant,
[Signature]

D/Tul/106- 8477

24 OCT 1933

District Officer,
Tulkarm.

Subject:- Lease of State Domain
at Um Khaleel to Hanotaiah
Ltd.

Reference:- My letter No. D/Tul/106-7580
of the 29th of November, 1932.

If you will refer to Section 5
of the Agreement of Lease to which reference
is made in my above mentioned letter you will
note that the Lessee has to submit a general
scheme for the afforestation of the land.
I should be glad if you would request the
Lessee to submit this scheme without delay
to the Director, Department of Agriculture.

10/11

DIRECTOR OF LANDS.

Copy to:- Director,
H. Department of Agriculture & Forests
(Ref. Your letter No. F/10/8/5
of the 20th of October, 1933).

61

GOVERNMENT OF PALESTINE.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS.

DEPARTMENT OF AGRICULTURE & FORESTS,

JERUSALEM,

PALESTINE.

20th October 1933

In your reply please quote

No. Ag | F/10/8/5-1556

Telephone :—No. 1022, JERUSALEM.

Subject Afforestation at Um Khaled-
Nataniah.

REFERENCE: Your letter D/Tul/106 - 7308 dated
12th September, 1933.



DIRECTOR OF LANDS.

I acknowledge receipt of the lease
forwarded under cover of your letter
mentioned above.

2. Reference para. 5 of the lease.

I should be glad if you would advise
whether a general scheme of afforestation
has been submitted to your office and, if
not, where it can be obtained.

H. L. M.
for DIRECTOR OF AGRICULTURE
AND FORESTS.

BN

D/Tul/106 - 7308

Director,
Department of Agriculture & Forests.

Subject:- Application for land
for afforestation at
Um Qaled Nataniah.

Reference:- Your letter No.F/11/16
of the 7th September, 1933.

--- I enclose herewith a copy of the
lease.

1934 Cecil L. Herton

DIRECTOR OF LANDS

E.

GOVERNMENT OF PALESTINE

59

All Communications to be addressed to
DIRECTOR OF AGRICULTURE
AND FORESTS,
JERUSALEM.

DEPARTMENT OF AGRICULTURE,
FORESTS & FISHERIES,
AMERICAN COLONY,
JERUSALEM.

In your reply please quote

No. Ag/11/16 - 136/

Telephone: - No. 1022, JERUSALEM.



7th September, 1933.

Subject: Application for Land for
Afforestation at Um Khaled
Natanish.

Reference: Your letter No.D/TUL/106 -
5779 of 17.9.31.

Director of Lands, Jerusalem.

Kindly inform me whether the
lease has been concluded and, in
view of possible obligation on this
Department, forward a copy.

m/

DIRECTOR OF AGRICULTURE
AND FORESTS.

I.K.

56

224

In reply please quote
11/176

P.O.B. 1
Tel. No. 11



**DISTRICT OFFICES
TULKARM.**

Mr.O.Ben Ammi
The Hanotaiah Ltd.
P.O.B.18
Tel Aviv.

Sir,

Subject:-Lease of State Domain at Um Khaled
to Hanotaiah Ltd. D/Tul/106

I enclose herewith Receipt No.93370 of
31.8.33 in acknowledgement of the Cheque sent under
your letter No.19/22/3221 of 30.8.33 for the sum
of LP.52.560 Mils.

I have the honour to be
Sir,

Your obedient servant.

[Handwritten signature]

Copy to:-Director
of Lands.

[Handwritten signature]
DISTRICT OFFICER.

G. 343

5382

54

3 JUL 1933

✓

Registrar of Lands,
Tulkarm.

Subject:- Nathania Village.

Reference:- Your TLR/12/2 of the
13th of June, 1933.

You may open a new register for
~~Nathania~~ Colony, which has been listed as
a separate village in accordance with a
publication made in Official Gazette No.323.

2. You may ask the Committee of the said
Colony to apply to the District Officer
for the appointment of two notables.

[Signature]
DIRECTOR OF LANDS.

HF/E.

Copy to:- File No. D/Tul/106 ✓

29 APR 1933

R/Tul/106- 32³

Sir,

I have the honour to refer to your letter of the 27th of April, 1933, subject to the part of the assignment of the lease of the Nathanya Sand Dunes and to inform you that the copy of the proposed Deed of Assignment was not enclosed with your letter.

I have the honour to be,
Sir,
Your obedient servant.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS.

Mr. Bernard Joseph.
P.O.B.750,
Jerusalem.

N.✓

SUITE 227-231 SANSUR BLDG.
BEN-JEHUDAH ST. JERUSALEM

BERNARD JOSEPH
BARRISTER-AT-LAW
ADVOCATE

P. O. B. 750 TELEPHONE 696
TELEGRAMS: "BEEJOSEPH"

52

ד"ר ברנרד יוסף

מחמי

בנין סנסור 227-231

הקדש שרע בן יהודה

סנדוק הבריד 750 תלפון 696

JACOB S. SHAPIRO
ADVOCATE

LONDON CORRESPONDENTS:
RUBINSTEIN, NASH & Co.
5 & 6 RAYMOND BUILDINGS, GRAY'S INN,
LONDON W. C. 1

ד"ר ברנרד יוסף

עורדין

יעקב ש. שפירא

עורדין

227-231 בנין סנסור רחוב בן-יהודה

ירושלים

תלפון 696

תי. 750

JERUSALEM April 27th, 1933.

The Director,
Department of Lands,
Government of Palestine,
Jerusalem.

Sir,

re Nathanya Sand-dunes.

In conformity with the request of the
Chief Secretary, in his letter to me No L/1/33
of January 6th, 1933, copy of which I attach,
I enclose herewith, a plan showing the area which
is to be made the subject of the assignment, as
well as a copy of the proposed deed of assignment.
The land in question is marked V/1 on the plan.

I have the honour to be,

Sir,

Your obedient servant,


BERNARD JOSEPH

BJ/SH

Government of Palestine

Chief Secretary,
Jerusalem,
Palestine.

L/1/33

26 January, 1933.

Sir,

I am directed to refer to your letter of the 25th December on the subject of an assignment by Hanotaiak Limited, of the lease in respect of a part of the sand-dunes adjoining Nathanyah Colony and to inform you that no objection is held to the proposed assignment by that company of an area of 116 dunums and 687 square metres to Pardes Hagdud Inc.

2 I am to request you to indicate on the plan attached to the lease, the exact area which is to be made the subject of the assignment and to forward the lease and plan to the Director Department of Lands at your convenience.

I am,

Sir,

Mr. Bernard Joseph,
Barrister-At-Law
Advocate,
Jerusalem.

Your obedient servant,

for CHIEF SECRETARY

L/1/33

54
2/Jul/106
907
26 January, 1933.

Sir,

I am directed to refer to your letter of the 25th December on the subject of an assignment by Hanotaiah Limited, of the lease in respect of a part of the sand-dunes adjoining Nathanyah Colony and to inform you that no objection is held to the proposed assignment by that company of an area of 116 dunums and 687 square metres to Pardes Hagdud Inc.

2. I am to request you to indicate on the plan attached to the lease, the exact area which is to be made the subject of the assignment and to forward ^{the} lease and plan to the Director Department of Lands at your convenience.

I am,

Sir,

Your obedient servant,

(Sd) E. MILLS

for CHIEF SECRETARY.

Mr. Bernard Joseph,
Barrister At Law,
Advocate,
Jerusalem.

Copy to: Director of Lands. reference his No D/Tue/106-333
of the 14th January 1933

TLR/522/32- 86

Registrar of Lands,
Tul-Karem.
17th January, 1933.

Director of Lands,
Jerusalem.



Subject :- Lease of land at Um-Khalid
to Hanotaiah Ltd.

Reference :- Your letter No. D/Tul/106 - 280
of 12.1.33.

The duplicate copy of the Deed of Lease was submitted to you under covering of my letter No. TLR/522/32 - 1338 dated 22.11.32 and you have acknowledged receipt of same as per your letter No. D/Tul/106 - 7470 dated 25.11.32.

2. In compliance with the instructions contained in your letter ~~Narrx D/Tul~~ under reference, the original Deed of Lease is forwarded herewith and I would like to inform you that no Deed of Lease is now existing in my file, please.

IJ/AS.


REGISTRAR OF LANDS.

*The agreement of lease is kept in the Safe
#46 21.1*

49
D/Tul/106 - 333

14 JAN 1933

Chief Secretary

Subject:- Assignment by Hanotaiah
Ltd. of the lease in
respect of part of the
sand dunes near Nathanya
Colony to Pardes Hagdud
Inc.

Reference:- Your letter No. L/1/33
of the 10th of January, 1933.

I have no objection to the proposed assignment. If the required consent is given, the Lessees should be instructed to show on the plan, attached to the lease, the exact area which is to be made the subject of the assignment and to forward to this office the copy of the lease held by them.

(Sd) Cecil I. Horton
DIRECTOR OF LANDS

E.

12 JAN 1935

D/Tul/106- 180

Registrar of Lands
Tulkeram.

Subject:- Lease of land at
Um Khaled to Hanotaia Ltd.

Reference ; - My letter No.D/Tul/106 of the
6th of September, 1932.

Would you please forward under
registered cover the original lease signed by
Hanotaia Ltd.

(Sgd) Cecil L. Horton
DIRECTOR OF LANDS.

N
✓

Government of Palestine

47

Chief Secretary's Office,
Jerusalem,
Palestine.

Number L/1/33.

10 January, 1933.

To Director of Lands,

Reference to previous correspondence:



The undermentioned documents are forwarded herewith for ~~EXAMINATION~~ ^{observations} and ^{retention} ~~EXAMINATION~~.

E. Mills.

~~EXMOODY~~

^A
~~for~~ CHIEF SECRETARY

mm
Subject Assignment by Hanotaiah Ltd. of the lease in respect
of part of the sand dunes near Nathanya Colony to
Pardes Hagdud Inc.

Date	Reference No.	Description
25. 12. 32		Letter from Bernard Joseph, Advocate, Jerusalem.

P
• G

SALES
• COVER

67
BERNARD JOSEPH,
JERUSALEM.

December 25th, 1932.

Chief Secretary,
Government Offices,
Jerusalem.

Sir,

I have the honour on behalf of my clients, Hanotaiah Limited, who hold a lease of the sand-dunes adjoining Nathanyah Colony to apply under the terms of the deed of lease for the consent of His Excellency the High Commissioner to the assignment by them of the lease in respect of part of the sand-dunes comprising an area of 116 dunams and 687 square metres to Pardes Hagdud Inc.

The area in question adjoins the orange groves of Pardes Hagdud Inc., who have agreed to cooperate with my clients in the development of the sand-dunes on the basis of the Government lease.

I have etc.,

(Sgd) BERNARD JOSEPH.

REARWARD JOURNAL
JULY 1944

Washington, D.C., July 1944

Chief Secretary,
Government Offices,
Washington.

I have the honor on behalf of my

clients, Standard Oil Company, who hold a

lease of the land-lease adjoining the

lot to apply for the return of the

of lease for the consent of the

the High Commission to the agreement by

them of the lease in respect of part of the

land-lease containing an area of 110 acres

and 137 acres more to Standard Oil Company.

The area in question adjoins the

area of Standard Oil Company, who have agreed to

cooperate with my clients in the development

of the land-lease on the basis of the agreement

lease.

I have, etc.,

(Sd/-) REARWARD JOURNAL

ESTI
VERN

PAI
GOV

BERNARD JOSEPH,
JERUSALEM.

December 25th, 1932.

Chief Secretary,
Government Offices,
Jerusalem.

Sir,

I have the honour on behalf of my clients, Hanotaiah Limited, who hold a lease of the sand-dunes adjoining Nathanyah Colony to apply under the terms of the deed of lease for the consent of His Excellency the High Commissioner to the assignment by them of the lease in respect of part of the sand-dunes comprising an area of 116 dunams and 687 square metres to Pardes Hagdud Inc.

The area in question adjoins the orange groves of Pardes Hagdud Inc., who have agreed to cooperate with my clients in the development of the sand-dunes on the basis of the Government lease.

I have etc.,

(Sgd) BERNARD JOSEPH.

6. *Chlorophyll a*

TINE
MENT

SALES' OVERN

46

D/Tul/106 - 7581

Registrar of Lands,
Tulkarm

Subject:- Lease of Land at Um
Khaled to Hanotaiia Ltd.

Reference:- Your letter No. 522/32
of the 22nd of November, 1932.

I should be glad if you would
insert '4th July 1932' as the date in the
first line on the Agreement of Lease in
your possession.

DIRECTOR OF LANDS

E.
✓

45
D/Tul/106 - 7580

NOV 1932

District Officer
Tulkarem

Subject:- Lease of State Domain
at Um Khaled to Hanotaiah
Ltd.

I enclose herewith a copy of the
Agreement of Lease of the above mentioned
property for your retention. The rent
amounting to £P.52.560 mls representing
the rent for the period ending 30.6.33 has
been paid in this office; ^{a similar} ~~the same~~ amount
is to be collected from the lessee on or
before the 1st July in every year.

CCall by H. 10/33

DIRECTOR OF LANDS

E.

D/Tul/106- 7470

25 NOV 1932

Registrar of Lands
Tulkeram.

Subject:- Lease of land at
Um Khaled to Hanotaiah
Ltd.

Reference:- Your letter No.522/32
of the 22nd of November
1932.

I acknowledge the receipt
of the duplicate copy of the agreement
of lease forwarded with your above mentioned
letter.

(sgd) Cecil L. Huxton

DIRECTOR OF LANDS.

N

TLR/522/32 - 338

651
Registrar of Lands,
Tulkarem.
22 nd November, 1932

Director of Lands,
Jerusalem

24 NOV. 1932

10471

Subject : Lease of Land at Um-
Khaled to Hanotaiah Ltd.
Reference: Your letter No.D/Tul/106
dated 6.9.32 and 2.11.32

I beg to submit herewith the attached
duplicate copy of the deed of lease as requested
by you in your letter referred to above, please.


REGISTRAR OF LANDS.

MR.

40
D/Tul/106 -6912

2 NOV 1932

IMMEDIATE

Registrar of Lands,
Tulkarm

Subject:- Lease of land at Um
Khaled to Hanotaia Ltd.

Reference:- My letter No. D/Tul/106-
5877 of the 6th of September
1932.

Please return the duplicate
copy of the agreement of lease as
directed in my letter quoted above.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS

E.

D/Tul/106- 6678

22 OCT 1932

Registrar of Lands
Tulkeram.

Subject:- Lease of land at Um
Khalid to Hanotiah
Ltd.

Reference:- Your letter No.16/32 of
the 19th of October, 1932.

The receipt of the three certificates
of registration is acknowledged.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS.

N

TLR. 16/32- 1170

38

Registrar of Lands

Tulkarem

19th October 1932.

Director of Lands

Jerusalem.



Subject:- Lease of Land at Um
Khalid to Hanotiah
Ltd.

Reference:- Your letter No.D/Tul/106-6290
dated 15.10.1932.

The register has been corrected
and the Kushans amended as instructed in your
letter quoted above.

The three certificates of registration
are returned herewith as requested, Please.


REGISTRAR OF LANDS.

IJ/ET.

37
GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/106-6290 - 6572

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

To Registrar of Lands,

Tulkarm

Will you please reply to this Office Letter No. D/Tul/106-6290

dated 5th October, 1932

Subject:— Lease of land at Um Khalil to Hanbtiah Ltd.

(Sgd) Cecil L. Herlen

Director of Lands

D/TUL/106- 6290

36
5 OCT 1932

Registrar of Lands
Tulkeram.

Subject:- Lease of land at Um
Khalid to Hanotiah Ltd.

Reference:- Your letter No.16/32 of
the 28th of September, 1932.

The three parcels of land under
consideration were:-

- 1) Unregistered.
- 2) Waste sandy land outside the
boundaries of the area included
in the registration of the Wakf
Khalil Al Ruhman.

2. It is therefore incorrect to
describe them as Waqf Khalil Al Ruhman and
I should be glad if you would correct your
register and amend the kushans so that the
class of land is shown as "Miri". The
kushans should then be returned to this
office.

(Sd) J. N. STUBBS

16/10
DIRECTOR OF LANDS.

TLR. 16/32- 1042

Registrar of Lands

Tulkarem

28th September 1932.

Director of Lands

Jerusalem.

oct
8749

Subject:- Lease of land at Um-Khalid to Hanotiah Ltd.
Reference :- Your letter No.D/Tul/106-6031 of 23.9.32.

I beg to inform you that all lands of Um Khalid village are registered in our registers as Wakf Khalil El-Ruhman.

In view of the above mentioned fact, the class of the lands referred to in your letter were considered as Wakf Khalil El-Ruhman and the description of same were entered as Sandy uncultivable land.

The category of these State Domain lands may be corrected in the register in accordance with the decision which may be given by you.

IJ/ET.

*M. H. H.
These lands were
wrongly. They are
State Domain*

Hassan
REGISTRAR OF LANDS.

D/Tul/106- 6031

23 SEP 1932

Registrar of Lands.
Tulkeram.

Subject:- Lease of land at Um Khaled
To Hanotaia Ltd.

Reference:- My letter No.D/Tul/106
of the 6th of September, 1932.

I enclose herewith the three
kushans covering the registration of the Sand
Dunes leased to Hanotaia Ltd. You will note that
in one of the kushans the class of land is left
blank and in the other two it is described as
Wakf Khalil El Rahman.

2. I understand that the Sand Dune area
is not waqf land and it appears therefore that
it should be described as miri. I should be
glad of your observations on this point, but
no correction should be made by you until
definite instructions are issued by this office.

3. The certificate of registration
need not be returned with your reply.

(Sgd.) Cecil L. Horton

DIRECTOR OF LANDS.

D/Tul/106 -5877

6 SEP 1932

Registrar of Lands,
Tulkarm

Subject:- Lease of land at Um
Khaled to Hanotaia Ltd.

I forward herewith an agreement
of lease in triplicate.

2. I should be glad if you would
have it registered on payment of the usual
fees by the tenants.

3. The original copy should be kept
by you, the duplicate should be forwarded
to this office and the triplicate handed
to the Hanotaia after registration.

J. H. STUBBS

DIRECTOR OF LANDS

E. 2

32

D/Tul/106 -55/2

29 AUG 1932

Assistant Treasurer,
District Treasury.

Subject :- Stamp Duty.

Reference :- Your 348/32 of
16th August, 1932.

Receipt is hereby acknowledged
of contract of lease No. 348/32 returned
under cover of your above quoted letter.


DIRECTOR OF LANDS.

P.

Tel. Address: TREASURY, JERUSALEM
Tel. No.: Jerusalem 85.

In your reply please quote

348/32.

No.

31
THE TREASURY,
JERUSALEM.

16th August, 1932.



Director of Lands.

Subject: Stamp Duty.

Reference: Your letter
No.D/Tul/106-
5265 of 9.8.32.

I return herewith, duly stamped
with 250 mils, the triplicate copy of the
contract of lease No.348/32.

2. The duty in respect of this
document has been paid today by Dr. Bernard
Joseph. Please acknowledge receipt.

C. W. S. H.
ASSISTANT TREASURER.
DISTRICT TREASURY.

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEMNo. D/Tul/106 -

Reference to Previous Correspondence

11 AUG 1932

No. D/Tul/106 - 5265 dated the 9th of August 1932.

The Director, Department of Lands presents his compliments to.....

The District Treasurer, Jerusalem.and has the honour to enclose the undermentioned document/ for ^{information}~~action~~ and ^{retention}~~return~~Subject: Stamp Duty.

17198-6000-6/11/32 C.M.J.P.

Date	Description
	Triplicate copy of lease D/Tul/106 omitted from letter D/Tul/106 of 9th of August, 1932.

29

10 AUG 1932

D/Tul/106 - 5266

Sir,

I have the honour to refer to
my letter No. D/Tul/106 of the 9th of July
1932, and to forward herewith a copy of my
letter of even number of this date to the
District Treasurer and I should be grateful if
you would call on him at your earliest
convenience and pay the stamp duty required.

I have the honour to be,

Sir,

Your obedient servant.

DIRECTOR OF LANDS

Dr. Bernard Joseph
Advocate
Jerusalem

7 -

D/Tul/106 -5265

28

9 AUG 1932

District Treasurer,
The Treasury
Jerusalem

Subject:- Stamp Duty.

Reference:- Your 348/32 of 3.8.32.

I return the triplicate copy of the contracts forwarded with your above quoted letter for stamping.

2. Dr. Joseph will call on you to pay the fees.

3. A lease for Registration should be stamped in triplicate if the tenant desires a copy.

The original is to be retained by the Registrar, one copy is held by the landlord and the other by the tenant.

4. If the Hanotaria require a copy of the lease with the memorial of registration endorsed on it, it must be stamped copy as the Registrar cannot receive an unstamped copy in his office.

(Sgd) J. M. STUBBS

DIRECTOR OF LANDS

E.

8

Tel. Address: TREASURY, JERUSALEM.
Tel No : JERUSALEM 85.

In your reply please quote

No. 348/32

THE TREASURY,
JERUSALEM.

3rd August, 1932.

Director of Lands,
Jerusalem.



Subject : Stamp Duty.
Reference : Your letter No.D/Tul/106-4496
of 9.7.32.

I return herewith duly stamped as
assessed by the Commissioners of Stamp Duty
your contracts of lease (original and
duplicate) together with the triplicate,
unstamped.

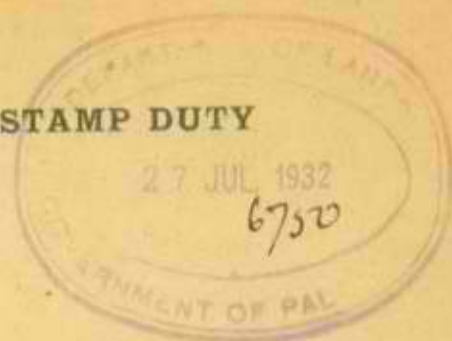
2. The duty in respect of these
contracts has been paid to-day by Mr. Bernard
Joseph. Kindly acknowledge receipt.

C. W. M.
ASSISTANT TREASURER
DISTRICT TREASURY.

MS

GOVERNMENT OF PALESTINE.

NOTIFICATION OF ADJUDICATION UNDER STAMP DUTY
ORDINANCE, 1927.



To Director of Lands,
Jerusalem.

I have to inform you of the adjudication by the Stamp Commissioners of the documents as under:—

10025-9000-31/7/30 C.M.J.P.

Serial No.	Nature of documents (By reference to item in Schedule to Stamp Duty Ordinance)	Duty Chargeable	
		L.P.	Mils
348/32	A contract of lease for 99 years - Item 21	10	450
	Two copies of above		250 each
	Reference your letter No.D/Tul/106-4496 of 9.7.32		

The documents will be duly stamped on payment of the stamp duty at this office.

Station Jerusalem.

XXXXXXXXXXXXXXXXXXXX

Date 23.7.32

CHM
Assistant Treasurer

9 JUL 1932

D/Tul/106 4447

Sir,

I have the honour to attach a copy of a letter addressed by me to the District Treasurer and should be glad if you would call on him and pay the stamp duty at your earliest convenience.

I have the honour to be,

Sir,

Your obedient servant.

[Signature]
DIRECTOR OF LANDS.

Dr. Bernard Joseph,
Advocate,
Jerusalem.

B.

7-9 JUL 1952

D/Tul/106 -4496

District Treasurer,
Government Offices,
Jerusalem.

Subject :- Lease of Land to
Hanotaih Ltd.

--- I should be glad if you would assess
the Stamp Duty on the three leases attached.

Dr. Bernard Joseph will call on you
and pay the amount due.

Kindly return the leases to this
offices as soon as they have been embossed.

Inti Kanner
DIRECTOR OF LANDS.

P.

Government of Palestine



Chief Secretary's Office,
Jerusalem,
Palestine.

8th July, 1932.

Number L/51/31.

To Director of Lands.

Reference to previous correspondence:

The undermentioned documents are ^{returned} ~~forwarded~~ herewith ^{information} ~~for observations~~ and ^{retention} ~~return~~

S. MOODY
for CHIEF SECRETARY

Subject Lease of Land at Um Khaled Hanotaia Ltd.,

Date	Reference No.	Description
		Lease in triplicate.

D/Tal/106 - 4 376

Three

21
20
4 JUL 1932

Chief Secretary.

Subject:- Lease of Land - Um Khaled -
Nathanieh.

Reference:- Your letter No.L/51/31 dated
the 31st of May, 1932.

→-----

The agreement of lease, in triplicate,
duly signed by the Directors of the Hanotaiah Ltd.,
is forwarded for signature by His Excellency the
High Commissioner.

(Sgd) J. N. STUBBS

DIRECTOR OF LANDS.

H.

No 197233



Land Registry Office of

44 Lands Dept Jerusalem

מكتب تسجيل اراضي
شعبان الحامول

Name of Payer

The British, Hanatza Ltd

اسم الدافع
ش.م.م.م.

Nature of Transaction

Rent of State Domain

نوع المعاملة
شبكة سل.م.م.م.

Consideration L.P.

القيمة ج.ف.
التسوية (م.م.)

Date

44 July 1932

التاريخ
تمديد

17073-300 Books-5939-S.O.P.

Remarks ملاحظات العمارة	Particulars التفاصيل الفرטים	Fees payable الرسوم المتقضى تحصيلها المكسوس المسجل	
		L.P. ج.ف. ل.م.م.	Mils مل م.م.
	First year's rent from 1st July 1932 - 30th June 1933 on State Domain 57 Tulef 106.	52	560
		52	560
Fifty two Pounds Palestine + 560 mils			

Signature of Registry clerk

امضاء كاتب التسجيل

The above fees have been paid and entered in the treasury book under No.

دفعتم الرسوم المبينة اعلاه وادخلتم في دفتر الخزينة تحت نمرة
المكسوس المنقوشة في دفتر التسجيل

Signature of payee

امضاء الدافع
التسوية المسجل

Signature of cashier

امضاء أمين الصندوق

Government of Palestine

17

In case of reply
please quote the
date of this letter
and the following
number:

Chief Secretary's Office,
Jerusalem,

Palestine

L/51/31.



3/ May, 1932.

Director of Lands.

Subject:- Lease of land
Um Khaled - Nathanieh.

Reference:- Your letter No.D/Tul/106-3105
of the 12th May, 1932.

I am directed to approve the
proposal that the lease should be made
in the name of the Hanotaiah Limited, a
Company registered in Palestine and
formed with the object of planting and
developing agricultural land.

K. A. Hussein
for CHIEF SECRETARY.

6088

GOVERNMENT OF PALESTINE

15

In reply please quote
No. 287/251

DISTRICT COMMISSIONER'S OFFICES
NORTHERN DISTRICT
HAIFA



28th. May, 1932

Director of Lands,
Jerusalem.

Subject:- Lease of Land - Um
Khaled-Nathanieh.

Reference. Your D/Tul/106 - 3104
of 12-5-32.

I have no objection to the proposed
alteration in the name of the lessees.


for DISTRICT COMMISSIONER

HMF/FK.



1911. 10. 10.

1911. 10. 10.

1911. 10. 10.

1911. 10. 10.

1911. 10. 10.

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1911. 10. 10.

1911. 10. 10.

1911. 10. 10.

1911. 10. 10.

134

27 MAY 1932

D/Tul/106 - 5461

Chief Secretary

Subject:- Lease of land at Um
Khaled - Nathanieh.

Reference:- My D/Tul/106-3105 of
the 12th of May, 1932.

I have to inform you that the District Commissioner, Northern District has signified his concurrence in the change of name of the lessees from Heclai Hazair Bnei Binyamin Co-operative Society to that of the Hanotiah Limited.

2. As soon, therefore, as I receive your formal sanction to the change I will have the agreement of lease redrafted.

(Sgd) J. H. STUBBS

DIRECTOR OF LANDS.

E.

TELEPHONE MESSAGE.

File No. D/Tal/106

Despatched
Received

by W. Horton

Date 25.5.32

Time 10.30

From W. Horton

To W. J. D.

For in absence of D.C.

Begins.

Just Reminded W. J. D. that we were awaiting
D.C.'s reply to the Bank holiday leave, that
the Lessee was anxious to have the matter settled.
W. J. D. promised to deal with the matter
as soon as possible [W. Kirk Road is at
present in progress]

P
25/5

Remarks.

Ends.

Put by W. J. D.
25/5/32

TELEPHONE MESSAGE.

File No. D/Tul/106Despatched
Receivedby W Taylor

Date 24. 5. 32 Time 1000 hrs
 From D^r Bernard Joseph
 To Self
 For D of L.

Begins.

D^r Joseph enquired whether any reply had been received from C.S. in respect of application to change name of Company in agreement re Saut Dunes at Uu Khaled.

On my replying in the negative he asked whether it would not be possible to telephone C.S. as the Company was anxious to proceed with its work of plantation.

Remarks.Ends.W Horton

For information and action if necessary.

cc.

Subs to A.D.

P.T.O.

D/Tul/106-

3/05

12 MAY 1932

Chief Secretary

Subject:- Lease of land Um
Khaled Nathanieh.

Reference:- Your letter No.L/51/31
of the 29th of March,
1932.

The prospective Lessees, the
Heclai Hazair Bnei Benjamin Cooperative
Society, have now requested that the lease
should be made in the name of the Hanotaiah Ltd,
a Company registered in Palestine and formed with
the object of planting and developing
agricultural land. The Company is organised
for the express purpose of carrying out
plantation operations and is possessed of the
technical and financial resources necessary
to complete the project.

2. I have no objection to the proposal.

3. I have written to the District Commissioner
Northern District asking him whether he concurs.

(Sgd) J. N. STUBBS

DIRECTOR OF LANDS.

D/Tul/106- 3/04

10
12 MAY 1932

District Commissioner,
Northern District
Haifa.

Subject:- Lease of Land:
Um Khaled-Nathanieh.

I enclose a copy of a letter
No.D/Tul/106 of the 12th of May, 1932, to
the Chief Secretary and should be glad to
learn whether you concur in the proposed
alteration in the name of the Lessees.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS.

N.

BERNARD JOSEPH
BARRISTER-AT-LAW
ADVOCATE

ד"ר ברנרד יוסף

עורך-דין

24-26 בנין מרכזי, רחוב יפו

ירושלים

תלפון 696 ת.ד. 750

דكتور برنارد يوسف
محامي
٢٤-٢٦ بمارة المركزية شارع يافا
القدس
صندوق البريد ٧٥٠ تليفون ٦٩٦

JERUSALEM May 5th, 1932.

Director of Lands,
Jerusalem.

Ref. No. D/TUL/106-2812.

Sir,

Reference your letter of April 26th, 1932, I beg to confirm that the Company was registered in Palestine and was issued a Certificate entitling the Company to hold land generally by His Excellency the High Commissioner.

The registration of the Company was advertised in the Official Gazette of 16/2/32, page 153.

I note the explanation given in Paragraph 3 of your letter to which I have persuaded my clients to agree.

I have the honour to be,

Sir,

Your obedient servant,


BERNARD JOSEPH

BJ/GF

D/TUL/106- 2812

8
26 APR 1932

Sir,

I have the honour to acknowledge the receipt of your letter of the 20th of April, 1932 and to inform you that I have submitted the proposal that the name of the Lessee should be changed to Hanotaiah Ltd., and will inform you of the decision of Government in due course.

2. It is presumed that the Company is registered in Palestine and that its Articles of Association impute it to hold land on lease, but I should be glad of formal evidence on these points.

3. With regard to the period of re-assessment of the rent it is regretted that the statement contained in my letter of the 8th of April, 1932, was not quite accurate. It has been decided that the period in question should be 20 years instead of 10 years as provided in the original lease and 25 years as proposed by you.

I have the honour to be
Sir,
Your obedient servant.

(Signed) N. S. J. S.

DIRECTOR OF LANDS.

Mr. Bernard Josphe,
Advocate,
P.O.B. 750,
Jerusalem.

N.

24-28 CENTRAL BUILDING,
JAFFA ROAD, JERUSALEM.

BERNARD JOSEPH
BARRISTER-AT-LAW
ADVOCATE

P. O. B. 750 TELEPHONE 696
TELEGRAMS : "BERJOSEPH"

ד"ר ברנרד יוסף

עורך-דין

24-28 בנין מרכזי רחוב יפו

ירושלים

תלפון 696

ת.ד. 750

דكتور برنارد يوسف

محامي

٢٤-٢٨ بمارة المركزية شارع يافا

القدس

صندوق البريد ٧٥٠ تلفون ٦٩٦



JERUSALEM Apr 11 20th, 1932.

Director of Lands,
Jerusalem.

Sir,

I have the honour to acknowledge your letter
No. D/Tul/106 - 2363 of April the 8th, 1932. regarding
the UmKhaled Sand Dunes.

My clients have no alternative but to accept the
lease in the form as proposed by the Government and
they hereby formally do so.

My clients would like the lease to be made in the
name of Hanotaiah Ltd. which is closely associated
with them and in fact will provide the funds to plant
and develop the greater part of the sand dunes. I take
it there will be no objection of the Government to this
and return the draft leases for the change in the
lessor's name to be made *and* the same will be signed.

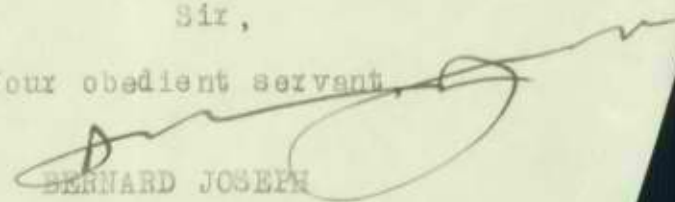
I would point out that there is apparently a typographical error in Paragraph 2:

The original proposal of the Government/^{was}that the rent should be revised every ten years. I proposed in my letter of the 16th of August, 1931, that the rent should only be revised every twenty-five years. You write me in your letter of the 8th of April that the Government has accepted my proposal with regard to Para 2, but the lease drafted by you provides for the revision of the rent every twenty years and not every twenty-five years.

I have the honour to be,

Sir,

Your obedient servant,


BERNARD JOSEPH

BJ/GF

6

D/Tul/106- 2363

Sir,

I have the honour to refer to my letter No.D/Tul/106 of the 5th of February, 1932, regarding the proposed lease of the Um Khaled Sand Dunes and to enclose lease in triplicate as finally approved by Government.

2. You will notice that while the Government has found it possible to accept your proposals with regard to paragraph 2 and 8 it is not prepared to agree to your proposed amendments to paragraph 4, 13 and 14.

3. If your clients are prepared to accept the lease as now drafted I should be glad if you arrange for the signature of all three copies.

I have the honour to be
Sir,
Your obedient servant.

DIRECTOR OF LANDS.

Mr. Bernard Joseph
Advocate
Jerusalem.

N.
6

Government of Palestine

4

In case of reply
please quote the
date of this letter
and the following
number:

L/51/31.

Chief Secretary's Office,
Jerusalem,

Palestine.

29th March, 1932.

Director of Lands.



Subject:- Lease of Land :
Um Khaled Nathanieh.

Reference:- Your letter No.D/TUL/106-1733
of the 11th March, 1932.

I am directed to inform
you that the final draft of the lease
for this land accompanying your letter
is approved and is returned herewith
for conclusion.

for Chief Secretary

for CHIEF SECRETARY.

L

D/TUL/106- 1733

CONFIDENTIAL.

21 MAR 1932

Chief Secretary

Subject:- Lease of Land:
Um Khaled Nathanieh.

Reference:- Your letter No.L/51/31
of the 29th of February
1932.

I enclose herewith for
your approval a final draft of the lease.

DIRECTOR OF LANDS.

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capital value of the land, at the end of the twentieth, fortieth, sixtieth and eightieth years respectively of the term hereby created. The said value shall be determined by agreement between the parties hereto or in default of agreement by arbitration as herein prescribed; provided always that such value shall not be greater than the unimproved value of similar lands in the neighbourhood and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the Lessee, its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said land, shall not be taken into account when calculating the said value.

(c) The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised.

3. The Lessee shall not, without the consent in writing of the Lessor first obtained, assign, mortgage or otherwise dispose of or charge his interest in the land hereby demised or any part thereof; provided that such consent shall not be unreasonably withheld; and provided further that the Lessee shall be entitled to sublet parcels or plots of the said land subject to the following conditions. The Lessee shall,

immediately/...

immediately upon execution, submit to the Lessor for his approval all such sub-leases as shall be granted by the Lessee to its members and such sub-leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably to any such sub-lease.

4. The Lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the Lessor with a copy of the plan of such land and shall further erect and maintain on the boundaries of the said land, permanent boundary marks of a kind and number and in such places as shall be approved by the Lessor.

5. The Lessee shall submit to the Lessor within three months from the date hereof a general scheme for the afforestation of the land hereby demised and the Lessor shall notify his approval or disapproval of or objection to the scheme within three months after it is submitted to him, and the Lessee shall if required, submit an amended scheme within one month which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 17 hereof.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably

necessary for the afforestation of the land and of the arrestation of the sand drift in accordance with the approved general scheme as hereinbefore set out within ten years from the date of approval of the general scheme by the Lessor. PROVIDED that the Lessee shall not, save with the previous consent in writing of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands which have hitherto received such water.

7 (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such further measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a Schedule of the measures to be taken and provided also that such measures shall be those commonly employed to arrest Sand Drift.

(b) The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand provided that if a dispute has arisen regarding the measures taken

... ..

or to be taken and the matter has been referred to arbitration this right shall not become operative until such time as the Arbitrators have made their submission.

8. The Lessee hereby agrees that there shall be excluded from the land hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from the high-water mark.

9. Nothing in this agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor. The Lessor or persons authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found on or in the said land.

10 (a) Nothing in this lease shall be taken to affect or derogate from the right of the Lessor at any time to resume without expropriation proceedings any part of the land hereby demised which may be necessary for the purpose of constructing, widening, improving or reconstructing any public road or constructing, improving or reconstructing any railway or other public works.

(b) The Lessee shall be entitled to such reasonable compensation or reasonable

abatement of rent in respect of any lands of the use of which he is deprived in accordance with this clause as may be agreed between the parties hereto, or in default of agreement, may be determined by arbitration under the provisions hereof.

11. The Lessor or any person authorised by him may at all times enter on the land hereby demised to inspect the same without let or hindrance by the Lessee.

12. On the expiration or sooner determination of the term hereby created the Lessee shall deliver up the said land to the Lessor in a good and clean condition and fit for occupation by an incoming tenant, together with all buildings, machinery engines pipes and trees which may have been erected installed or planted on the premises with the exception of portable buildings, engines and machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a good state of repair and condition.

13. The Lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the Lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date when payment is due.

15. If at any time during the currency of

the term hereby created the Lessee shall fail to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of sixty days or if the Lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the premises and thereafter possess the same as though this agreement had never been made;

Provided that:-

- (a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) The Lessor shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three months from the date of notice has failed either to comply with the terms hereof, or to submit the matter to arbitration under clause 17 hereof. If the matter is so referred to arbitration by the Lessee and the Lessee fails to comply with the terms of the arbitrators' award within three months from the date hereof, the Lessor's right of reentry shall be revived.

16. Upon the exercise of any right of re-entry for the non-payment of any rent reserved, or for failure to perform or fulfil any condition or agreement herein contained or implied, no compensation shall be due to the Lessee except in respect of any land taken from him for a public purpose under clause 10 hereof.

17. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter relative thereto such dispute shall be referred to arbitration in

in accordance with the provisions of the
Arbitration Law for the time being in force in
Palestine.

In witness whereof the said parties
have hereunto set their hands the day and the year
first above written.

Signed by the Lessor })
in the presence of })

In the presence of)

Signed by the Lessee)

)

In the presence of.)

I hereby authenticate the signature
of the Lessee and Lessor on the Deed, and certify
that the Lessee and Lessor freely and voluntarily
executed the Deed and understand its contents.

DIRECTOR OF LANDS.

This Deed was registered under Deed
No. on the day of in the Land
Registry of Town or Village, No. Registration
fees mils paid, vide receipt No.

Registration of this deed does not
guarantee the title to the land therein referred to.

REGISTRAR OF LANDS.

Seal of Registry Office.

SCHEDULE REFERRED TO IN SECTION ONE ABOVE.

Parcel	Area in Standard Dunoms.	Registration in Land Registry of Tulkarm
A	225 .326	45/27 of 28.2.27
B	697. 491	199/26 of 26.11.26
C	128. 365	79/30 of 28. 1.30.

THE WHOLE AREA HAS BEEN DELINEATED ON THE
ATTACHED PLAN, MARKED A.B.AND C AND OUTLINED
IN YELLOW.

Mr. Donkhu,

The lease remains
unchanged, except for the
alterations in paragraph 2(a) & 2(b).
and for the removal of the red
underlining in this paragraph and
in paragraph 8(a) & 8(b).

~~There is no need to prepare the
drafts. Only the drafts affected
need to be copied.~~

Have you any observations?
before the drafts is prepared?


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File.

This is a copy of the lease to which
reference is made in the C.S. letter of 29.2.32


2/3

day

One Thousand Nine Hundred

between His Excellency

Lieutenant General Sir Arthur Grenfell Wauchope,
K.C.B., C.M.G., C.I.E., D.S.O., High Commissioner
for Palestine for and on behalf of the Government
of Palestine (hereinafter called the "Lessor") of
the one part and the Heclai Hazair Bnei Benjamin
Cooperative Society, Limited, a cooperative society
duly registered under the Laws of Palestine
(hereinafter called the "Lessee") of the other part

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Lessor agrees to let and the Lessee agrees to take on lease, for the purpose of afforestation and erection of dwelling houses and/or such other development or use as the Lessor may from time to time approve in writing, all that area of land described in the schedule attached hereto for the term of ninety nine years from the date hereof.

2. (a) The Lessee shall, during the first twenty ~~days~~ years of the term hereby created, pay to the Lessor an annual rental of fifty Palestine mils per dunum payable in advance on or before the first day of _____ in each year, the first of such payments to be made on the execution hereof.

(b) For each subsequent period of twenty ~~years~~ ^{ninety} years and for the last period of twenty-four ~~years~~ years of the term hereby created, the annual rent shall be a sum calculated at the rate of five Palestine pounds per centum on the unimproved

capital /

capital value of the land, at the end of the ~~twentieth, fortieth, sixtieth and eightieth~~ twenty-fifth, fiftieth and seventy-fifth years respectively of the term hereby created. The said value shall be determined by agreement between the parties hereto or in default of agreement by arbitration as herein prescribed; provided always that such value shall not be greater than the unimproved value of similar lands in the neighbourhood and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the Lessee, its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said land, shall not be taken into account when calculating the said value.

(c) The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised.

3. The Lessee shall not, without the consent in writing of the Lessor first obtained, assign, mortgage or otherwise dispose of or charge his interest in the land hereby demised or any part thereof; provided that such consent shall not be unreasonably withheld; and provided further that the Lessee shall be entitled to sublet parcels or plots of the said land subject to the following conditions. The Lessee shall, immediately upon execution, submit to the Lessor for his approval all such sub-leases as shall be granted by the

Lessee/

Lessee to its members and such sub-leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably, to any such sub-lease.

4. The Lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the Lessor with a copy of the plan of such land and shall further erect and maintain on the boundaries of the said land, permanent boundary marks of a kind and number and in such places as shall be approved by the Lessor.

5. The Lessee shall submit to the Lessor within three months from the date hereof a general scheme for the afforestation of the land hereby demised and the Lessor shall notify his approval or disapproval or objection to the scheme within three months after it is submitted to him, and the Lessee shall if required, submit an amended scheme within one month which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 17 hereof.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably necessary for the afforestation of the land and of the arrestation of the sand drift in accordance

with /

with the approved general scheme as hereinbefore set out within ten years from the date of approval of the general scheme by the Lessor. PROVIDED that the Lessee shall not, save with the previous consent in writing of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands which have hitherto received such water.

7. (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such further measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a Schedule of the measures to be taken and provided also that such measures shall be those commonly employed to arrest Sand Drift.

(b) The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand provided that if a dispute has arisen regarding the measures taken or to be taken and the matter has been referred to arbitration this right shall not become operative until such time as the Arbitrators have made their submission.

8. The Lessee hereby agrees that there shall be excluded from the lands hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from the high-water mark.

9. Nothing in this agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines, minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor. The Lessor or persons authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found on or in the said land.

10. (a) Nothing in this lease shall be taken to affect or derogate from the right of the Lessor at any time to resume without expropriation proceedings any part of the land hereby demised which may be necessary for the purpose of constructing, widening, improving or reconstructing any public road or constructing, improving or reconstructing any railway or other public work.

(b) The Lessee shall be entitled to such reasonable compensation or reasonable abatement of rent in respect of any lands of the use of which he is deprived in accordance with this clause as may be agreed between the parties

hereto/

hereto, or, in default of agreement, may be determined by arbitration under the provisions hereof.

11. The Lessor or any person authorised by him may at all times enter on the land hereby demised to inspect the same without let or hindrance by the Lessee.

12. On the expiration or sooner determination of the term hereby created the Lessee shall deliver up the said land to the Lessor in a good and clean condition and fit for occupation by an incoming tenant, together with all buildings, machinery, engines, pipes and trees which may have been erected installed or planted on the premises with the exception of portable buildings, engines and machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a good state of repair and condition.

13. The Lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the Lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date when payment is due.

15. If at any time during the currency of the term hereby created the Lessee shall fail

to pay/

to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of sixty days or if the Lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the premises and thereafter possess the same as though this agreement had never been made.

Provided that :-

- (a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry,
- (b) The Lessor shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three months from the date of notice has failed either to comply with the terms hereof, or to submit the matter to arbitration under clause 17 hereof. If the matter is so referred to arbitration by the Lessee and the Lessee fails to comply with the terms of the arbitrators' award within three months from the date hereof, the Lessor's right of re-entry shall be revived.

16. Upon the exercise of any right of re-entry for the non-payment of any rent reserved, or for failure to perform or fulfil any condition or agreement herein contained or implied, no compensation shall be due to the Lessee except in respect of any land taken from him for a public purpose under clause 10 hereof.

17. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter

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relative thereto such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Law for the time being in force in Palestine.

In witness whereof the said parties have hereunto set their hands the day and the year first above written.

Signed by the Lessor)
)
In the presence of)

Signed by the Lessee)
)
In the Presence of)

I hereby authenticate the signature of the Lessee and Lessor on the Deed, and certify that the Lessee and Lessor freely and voluntarily executed the deed and understand its contents.

DIRECTOR OF LANDS

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This Deed was registered under Deed No.
on the day of in the Land
Registry of Town or Village, No.
Registration fees mils paid,
vide receipt No.

Registration of this deed does not
guarantee the title to the land therean referred
to.

REGISTRAR OF LANDS

Seal of Registry Office

SCHEDULE REFERRED TO IN SECTION ONE ABOVE.

parcel	Area in Standard Dunums	Registration in Land Registry of Tulkarm.
A	225.326	45/27 of 28.2.27
B	697.491	129/26 of 26.11.26
C	128.365	79/30 of 28. 1.30

THE WHOLE AREA HAS BEEN DELINEATED ON THE
ATTACHED PLAN, MARKED, A, B, AND C, AND OUTLINED
IN YELLOW

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Telephone message.

30th November, 1931.

From Mr. Horton

To Mr. Maclaren.

Begins.

Mr. Maclaren informed Mr. Stubbs that he had sent a letter to the Chief Secretary proposing that a part of the Um Khalid lands (now under consideration for lease to the Beni Benjamin) should be reserved for the Wadi Hawareth Arabs. I asked Mr. Maclaren to send us a copy. He is doing this.

Ends.

10/12
10/12
10/12

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Government of Palestine

In case of reply
please quote the
date of this letter
and the following
number:

L/51/31.



Chief Secretary's Office,
Jerusalem.

H. Palestine.
29 February, 1932.

CONFIDENTIAL.

Director of Lands.

Subject:- Lease of Land :
Um Khaled Nathanieh.

Reference:- My letter No. L/51/31 of the
21st January, 1932.

I am directed to inform you
that it has been decided to execute the proposed
lease, and to request you to forward, with the
least delay, a final draft of the lease for
approval.

2. Your proposals in this connection
in your letter No. D/Tul/106-6734 of the 10th
November, 1931, are accepted, but the period in
paragraph 2 of the lease should be twenty years.

W
for CHIEF SECRETARY.

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DEED OF ASSIGNMENT.

In consideration of the sum of £P.....
paid by ~~the~~ ^{PARDES HAGDUD} ~~Nathanya Sea Shore Development Company~~
Limited, a Company registered in Palestine and having
its registered offices at.....

to Hanotiah Ltd. the said Hanotiah Ltd. hereby
transfers to the said ^{PARDES HAGDUD, INC.} ~~Nathanya Sea Shore Development~~
~~Company Ltd.~~ all that leasehold interest of the said
Hanotiah Ltd. in and to the land described in the
within written lease dated the fourth day of July,
1932 in respect of the area of ^{114.084 dunam} ~~.....~~ more or
less registered in the Land Registry of Tulkarm in
the register of the village of ^{NATHANYA} ~~Un-Khalid~~ in Vol.....
Folio.....and delineated in ^{red} ~~yellow~~ on the
plan attached to and forming part of the original
lease and the said ^{PARDES HAGDUD, INC.} ~~Nathanya Sea Shore Development~~
~~Company Ltd.~~ hereby accepts such transfer and
undertakes to abide by all the terms and conditions
of the said lease.

In witness whereof the said parties hereunto set
their hands this day of 1934

Signed and sealed by the
Directors of ~~Hanotiah Ltd.~~
in the presence of)

and
Signed ~~ex~~ sealed by the
Directors of the ~~Nathanya~~
~~Sea Shore Development Co.~~
Ltd. ^{PARDES HAGDUD INC.}
In the presence of)

Approved

HIGH COMMISSIONER

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DEED OF ASSIGNMENT.

In consideration of the sum of £P.....
paid by the Nathanya Sea Shore Development Company
Limited, a Company registered in Palestine and having
its registered offices at.....

to Hanotiah Ltd. the said Hanotiah Ltd. hereby
transfers to the said Nathanya Sea Shore Development
Company Ltd. all that leasehold interest of the said
Hanotiah Ltd. in and to the land described in the
within written lease dated the fourth day of July,
1932 in respect of the area of 937:098 ^{square} more or
less registered in the Land Registry of Tulkarm in
the register of the village of ^{NATHANYA} ~~Um Khaled~~ in Vol.....
Folio.....and delineated in yellow on the
plan attached to and forming part of the original
lease and the said Nathanya Sea Shore Development
Company Ltd. hereby accepts such transfer and
undertakes to abide by all the terms and conditions
of the said lease.

In witness whereof the said parties hereunto set
their hands this day of 1934

Signed and sealed by the)
Director of Hanotiah Ltd.)
in the presence of)

and
Signed ~~or~~ sealed by the)
Director of the Nathanya)
Sea Shore Development Co.)
Ltd.)

In the presence of)

Approved

HIGH COMMISSIONER

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DEED OF ASSIGNMENT.

In consideration of the sum of £P.....
paid by the Nathanya Sea Shore Development Company
Limited, a Company registered in Palestine and having
its registered offices at.....

to Hanotaiah Ltd. the said Hanotaiah Ltd. hereby
transfers to the said Nathanya Sea Shore Development
Company Ltd. all that leasehold interest of the said
Hanotiah Ltd. in and to the land described in the
within written lease dated the fourth day of July,
1932 in respect of the area of.....more or
less registered in the Land Registry of Tulkarm in
the register of the village of Um Khaled in Vol.....
Folio.....and delineated in yellow on the
plan attached to and forming part of the original
lease and the said Nathanya Sea Shore Development
Company Ltd. hereby accepts such transfer and
undertakes to abide by all the terms and conditions
of the said lease.

In witness whereof the said parties hereunto set
their hands this day of 1934

Signed and sealed by the)
Director of Hanotaiah Ltd.)
in the presence of)

and
Signed and sealed by the)
Director of the Nathanya)
Sea Shore Development Co.)
Ltd.)

In the presence of)

Approved

HIGH COMMISSIONER

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GOVERNMENT

CHIEF SECRETARY'S OFFICE,
JERUSALEM,
PALESTINE.

A/133/32

September, 1935.

Dear Andrews

I send you the Deeds of Surrender
of Lease and the Deeds of Exchange herewith,
signed by the Officer Administering the Government. He suggests that against his signature in the Deeds of Surrender of Lease, the words "His Excellency the Officer Administering the Government" should be inserted after the words "signed by", *as in the Deeds of Exchange.*

Could you kindly have that alteration made?

With love —

L. ANDWERS, ESQ., O.B.E.

Th

D/Tul/106

Received from Messrs. Hanotaih Ltd.

the under-mentioned documents :-

- 1) The original lease of the
Um Khaled land.
Deed No. 947/32.
- 2) One copy certified by Public Notary.


ACTING DIRECTOR OF LANDS.

5/9/34